

ALLISON, BASS & MAGEE, L.L.P.

Attorneys at Law

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October 16, 2018

VIA E-MAIL & REGULAR MAIL

Honorable Robert Herbert
Fort Bend County Judge
401 Jackson St.
Richmond, TX 77469

Re: Commissioners Court Precinct Redistricting Revised Retainer Agreement

Dear Judge Herbert:

For your consideration, enclosed please find a Contract for Professional Services between Fort Bend County, Texas and Allison, Bass & Magee LLP for assistance with issues regarding the Census and Redistricting Professional Services. Upon approval by the Commissioners Court, please return an executed original for our file.

We appreciate your consideration of our firm for this service to Fort Bend County. Please do not hesitate to contact me if you have any questions.

Sincerely,


Robert T. Bass

RTB/jm
Enclosure

cc: Members, Fort Bend County Commissioners Court
Werlein, Ann
Ann.Werlein@fortbendcountytexas.gov
Beth Wolf
Beth.wolf@fortbendcountytexas.gov

IN THE COMMISSIONERS COURT
OF
FORT BEND COUNTY

RETAINER AGREEMENT FOR REDISTRICTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Fort Bend County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, L.L.P. hereinafter referred to as "Attorneys".

Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Fort Bend County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters, and any official of the County who, acting within the course and scope of official duties, and in good faith, has taken any act, or has failed to act, in the exercise of discretion in a manner that may be alleged to constitute a violation of state or federal law.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Attorney

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to issues regarding 2020 Redistricting of County election/commissioner/Justice of Peace precincts and on such legal matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, briefing, and any negotiations required for resolution of this matter.

2. This Retainer Agreement shall serve as the basis for understanding regarding fees and

costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and any negotiations required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the sum of \$300.00 per hour for services rendered by partners of the firm and \$275.00 for services rendered by associates of the firm. The client will be billed at the rate of \$150.00 per hour for services rendered by any paralegal of the firm. A travel time fee of \$150.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client will also be billed in accordance with the Fort Bend Travel Policy for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, reports, studies, and exhibits incurred by Attorneys in the investigation of this matter. Attorneys will provide Client with an itemized billing each month stating services rendered.

5. We require an initial cost deposit of \$10,000.00 to cover our administrative costs to assemble all necessary data in advance of the release of census data and the preparation of data templates for analysis of the census data. We will open a file for your county upon receipt of your retainer and executed retainer agreement.

Devotion of Time

6. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

7. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, Fort Bend.

Prior Agreements Superseded

8. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the _____ day of _____, 2018.

CLIENT
FORT BEND COUNTY, TEXAS

ATTORNEYS
ALLISON, BASS & MAGEE, L.L.P.

By: _____
Fort Bend County Judge

By:  _____
Partner

County Identification Number assigned to the contract as required by the Ethics Commission:
27186-Retainer Agreement

IN THE COMMISSIONERS COURT
OF
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FORT BEND COUNTY, TEXAS

ATTORNEYS
ALLISON, BASS & MAGEE, L.L.P.

By: _____
Fort Bend County Judge

By:  _____
Partner

County Identification Number assigned to the contract as required by the Ethics Commission:

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