

**FORT BEND COUNTY                      FY 2009**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 10, 2009

Submitted By: Ann Werlein  
 Department: County Judge  
 Telephone: 281-341-8634

\* 10

Court Date: September 22, 2009

**SUMMARY OF ITEM:**

Approve renewal of agreement between Fort Bend County and Hicks-Richardson Associates for professional services in attracting federal funding effective October 1, 2009 through September 30, 2011 for an amount not to exceed \$18,000. (Fund: Non-Departmental, Fees)

Agreement/Appointment:                      YES    ✓                      NO

Reviewed by County Attorney's Office:    YES    ✓                      NO

List Supporting Documents Attached: Contract

**FINANCIAL SUMMARY:**

Budgeted Item:                                      YES    ✓                      NO

Funding Source:                      Fund: Non-Department Fees

Requires Auditor to Certify Funds:        YES    ✓                      NO

**Instructions for submitting an Agenda Request:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

**Original Form** Submitted with back up to County Judge's Office:        ( ✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)                      If by Fax to: (281) 341-8609  
 Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

- |                                       |                |                |                |
|---------------------------------------|----------------|----------------|----------------|
| ✓ Auditor                             | (281-341-3774) | ✓ Comm. Pct. 1 | (281-342-0587) |
| ✓ Budget Officer                      | (281-344-3954) | ✓ Comm. Pct. 2 | (281-403-8009) |
| ✓ Facilities/Planning                 | (281-633-7022) | ✓ Comm. Pct. 3 | (281-242-9060) |
| ✓ Purchasing Agent                    | (281-341-8642) | ✓ Comm. Pct. 4 | (281-980-9077) |
| ✓ Information Technology              | (281-341-4526) | ✓ County Clerk | (281-341-8697) |
| <input type="checkbox"/> Other: _____ |                | ✓ County Atty  | (281-341-4557) |

**Recommendation:**

10-1-0A Orig. ret. to Ann at Co. Judge

STATE OF TEXAS

COUNTY OF FORT BEND

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**CONSULTANT AGREEMENT**

THIS AGREEMENT is made by and between Fort Bend County ("County") acting by and through the Fort Bend County Commissioners Court ("Court") and Hicks-Richardson Associates ("Consultant"), authorized to conduct business in the State of Texas.

**CONSULTANT AND COUNTY agree as follows:**

**1. SERVICES.** Consultant agrees to assist the County in attracting federal investment through the medium of congressional earmarks, in order to help leverage County local funds.

Services will include consultations with County officials, Washington updates and reports, and routine contact with Members of Congress and their staff at the direction of the County. Consultant will perform specific services as requested by the County and approved by Commissioners Court.

**2. COMPENSATION.** Consultant shall be compensated at a monthly rate of \$500.00 beginning October 1, 2009 through September 30, 2010, plus reasonable expenses, if any. Should specific projects be identified by the County for Consultant to pursue as part of its federal agenda, Consultant would be compensated at a rate of \$100.00 per hour upon prior written approval of the Court. Consultant shall be reimbursed for actual expenses supported by properly submitted expense records. The total Contract amount, which includes expenses, shall not exceed \$18,000.00. Consultant shall submit monthly reports to County, detailing services provided for the preceding month.

**3. COUNTY'S REPRESENTATIVE.** The County may designate a representative who will serve as the primary contact for Consultant. If designated, Consultant shall report to this designated representative and it is through this representative that day-to-day contact with the Court shall occur. The County may also choose to have the entire Court act as its contact in which case Consultant shall report to the Court by reporting to each of the five members of the Court or their designees.

**4. TERM AND TERMINATION.** The term of this Agreement shall begin on **October 1, 2009**, and shall continue in effect through **September 30, 2010**. Either party upon thirty (30) days written notice may terminate this Agreement with or without cause.

**5. COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules and regulations, including ethics laws, rules and regulations. Consultant agrees to properly register, if necessary, as a lobbyist representing the County, and to make all necessary lobbying reports to the proper authorities.

**6. POLITICAL CONTRIBUTIONS.** All of the compensation to be paid to Consultant is for services to be rendered and is not paid pursuant to any agreement or understanding between Consultant and the County that Consultant will make any contribution to a political party or candidate.

**7. CONFIDENTIAL INFORMATION.** From time to time, the County may give Consultant information, either orally or in writing, and indicate that the information is confidential. Consultant shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the County.

**8. CONTACT WITH MEDIA.** Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of the County. Under no circumstances,

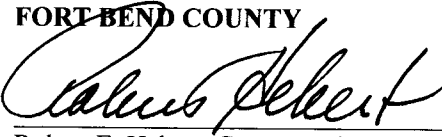
whatsoever, shall Consultant release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required to do so by law.

**9. INDEPENDENT CONTRACTOR.** Consultant agrees that he is an independent contractor. Consultant shall be solely responsible for the performance of his duties under this Agreement and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.

**10. ASSIGNMENT.** Consultant shall not assign his rights or obligations under this Agreement without the prior written consent of the County.

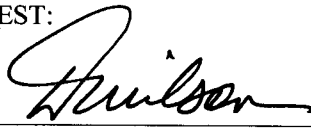
**11. ENTIRE AGREEMENT.** The foregoing contains the entire Agreement of the parties hereto and supersedes any and all prior written or oral Agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing signed by the parties.

**FORT BEND COUNTY**

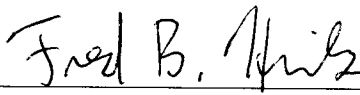
By:   
Robert E. Hebert, County Judge

Date: September 22, 2009

ATTEST:

  
Dianne Wilson, County Clerk

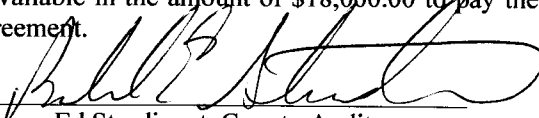
**HICKS-RICHARDSON ASSOCIATES**

By: 

Date: 09-10-2009

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$18,000.00 to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Ed Sturdivant, County Auditor

MTR: 2010 Agreements Hicks-Richardson.Consultant.08-10 renewal: 3550 (08/25/09)