

**FORT BEND COUNTY      FY 2010**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: October 13, 2009

Submitted By: Ann Werlein

Department: County Judge

Court Date: October 20, 2009

Telephone: 281-341-8634

**SUMMARY OF ITEM:**

Take all appropriate action on contract between Fort Bend County and Allison, Bass & Associates, LLP for professional assistance with the upcoming redistricting plan.  
(Fund: Non-Departmental, Fees)

Agreement/Appointment: YES    ✓                      NO

Reviewed by County Attorney's Office: YES    ✓                      NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

Budgeted Item: YES    ✓                      NO

Funding Source:                      Fund: 100409001-63000

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:**

10-22-09 orig. ret. to Ann at CO Judge



- A. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of County and election subdivisions of County.
- B. Obtain preliminary population data from the U.S. Census Bureau for the 2010 federal census.
- C. Prepare all necessary population and demographic analysis to evaluate existing subdivisions of County to ensure that the same meet all legal requirements under state and federal law, and provide a written report to County of all findings.
- D. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2010 census, County and Contractor will conclude this Agreement as provided in Section 2.01.B.
- E. In the event redistricting is legally required, Contractor shall, working in conjunction with County, prepare no less than three (3) alternative reapportionment plans, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provide in Section 2.01.C and D.
- F. Consult with County Commissioners Court or any authorized citizens advisory committee as needed by mail, telephone, email or facsimile, and conduct no fewer than three (3) appearances and/or workshops within jurisdiction under reapportionment. These appearances and/or workshops will include a preliminary workshop with County Commissioners Court and not less than two (2) meetings with County Commissioners Court.
- G. Attend and participate in no less than two (2) public hearings on the proposed redistricting plans.
- H. Upon approval by the County Commissioners Court, Contractor shall prepare and file all necessary maps and other documentation to complete submission to the U.S. Department of Justice for preclearance under the Voting Rights Act.
- I. Upon receipt of preclearance from the U.S. Department of Justice, prepare and file all necessary notices, maps and documentation with the appropriate Texas officials in compliance with state law.
- J. In the event litigation is necessary regarding the proposed reapportionment, Contractor shall provide such additional legal services and/or support as the parties may contract under separate agreement.

1.02 County agrees to provide to Contractor access to all necessary records and access to personnel for this project and to fully cooperate with Contractor in this Project.

## **SECTION II CONTRACTOR'S COMPENSATION**

2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VII, County shall pay to Contractor an amount not to exceed \$50,000.00, including reimbursable expenses, if any, to be paid as follows:

- A. Initial Assessment: County shall pay Contractor an amount of \$1,500.00 on or before January 31, 2010, for preparing an Initial Assessment of the existing political boundaries. This amount includes the cost of obtaining suitable 2010 census data.
- B. In the event the Initial Assessment indicates that existing political boundaries for County do not require redistricting under state and federal law and Contractor informs County that no legal basis exists for further reapportionment services, no additional compensation will be paid by County to Contractor beyond the Initial Assessment fee.
- C. First Installment: In the event the Initial Assessment indicates that the existing political boundaries for County are unsuitable under state and federal law, Contractor shall proceed with the reapportionment process and County shall pay to Contractor a fee for such services in the amount of \$24,250.00, due to Contractor on or before September 1, 2011.
- D. Second Installment: Upon Contractor's completion of the Project and approval of the preclearance submission submitted by Contractor on behalf of County by the U.S. Department of Justice, County shall pay to Contractor a final fee in the amount of \$24,250.00.

2.02 All costs of publication of public meeting notices and/or mailing of any notices of required under state or federal law shall be the responsibility of County. Any such costs paid by Contractor on behalf of County shall be reimbursed at cost upon presentation of invoices.

## **SECTION III TERMINATION**

3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.

3.02 In the event this Agreement is terminated prior to County's payment of the First Installment, County shall pay contractor for all attorney time at a rate of \$240 per hour and actually incurred costs expended after the Initial Assessment to the date of termination upon presentation of invoices documenting such time and actually incurred costs.

3.03 In the event this Agreement is terminated prior to County's payment of the Second Installment, County shall pay Contractor for all attorney time at a rate of \$240 per hour and actually incurred costs expended after the Initial Assessment to the date of termination upon presentation of invoices documenting such time and actually incurred costs.

3.04 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

3.05 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

3.06 Copies of all completed or partially completed designs, drawings, electronic data files, data, document and records prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement upon payment of all time and actually incurred costs by the County to the Contractor.

#### **SECTION IV INSURANCE**

4.01 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation insurance with statutory limits. Substitutes to genuine Workes Compensation will not be allowed.
- B. Commercial General Liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the annual aggregate.
- C. Employer's liability insurance with limits of not less than \$100,000.00 per accident and \$500,000.00 in the annual aggregate.
- D. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

## **SECTION V NOTICE**

5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.

5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

**A. If to Contractor:**

Allison, Bass & Associates, L.L.P.  
Attorneys at Law  
402 West 12th Street  
Austin, Texas 78701  
Attn: James P. Allison or Robert T. Bass

**B. If to County notice must be sent to the Fort Bend County Judge:**

Honorable Robert E. Hebert  
Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

## **SECTION VI LIMIT OF APPROPRIATION**

6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$50,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$50,000.00, including reimbursable expenses, if any.

## **SECTION VII SUCCESSORS AND ASSIGNS**

7.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

## **SECTION VIII PUBLIC CONTACT**

8.01 Contact with the news media shall be the sole responsibility of County.

8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

## **SECTION IX COMPLIANCE AND STANDARDS**

Contractor shall render the services hereunder in accordance with highest standards of Contractors practicing in the Greater Houston MSA, applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

## **SECTION X OWNERSHIP OF DOCUMENTS**

10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports, data and other documents prepared pursuant to this Agreement by the Contractor and his consultants (deliverables).

10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs or documents under this Agreement.

10.03 Copies of all complete or partially completed reproducible, preliminary layouts, record drawings, digital files, sketches, reports and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

**SECTION XI  
INDEMNIFICATION**

11.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

11.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACT, ERROR, OR OMISSION BY CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

**SECTION XII  
MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**SECTION XIII  
MISCELLANEOUS**

13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

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**EXECTION XIV  
EXECUTION**

This Agreement shall become effective on the date executed by County.

FORT BEND COUNTY:



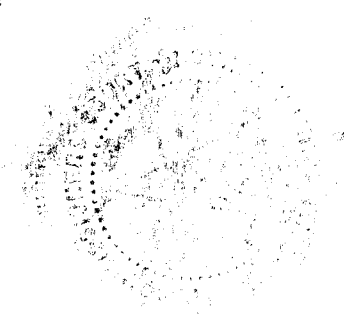
Robert E. Hebert, County Judge

10/20/09  
Date

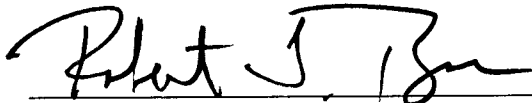
Attest:



Dianne Wilson, County Clerk



CONTRACTOR: ALLISON, BASS & ASSOCIATES, L.L.P.

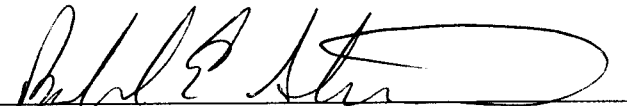


Allison, Bass & Associates, LLP

10/5/09  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$50,000.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.



Ed Sturdivant, Fort Bend County Auditor

Agreement for Professional Redistricting Services  
Allison, Bass & Associates, L.L.P.

**STATE NATIONAL INSURANCE COMPANY**

3200 ANDERSON BOULEVARD  
FORT WORTH, TX 76120  
(817) 268-2600 (800) 877-4867

*File*

Renewal of: SLA0009216

Policy No.: SLA0012921

**LAWYERS PROFESSIONAL LIABILITY INSURANCE**

**DECLARATIONS**

**NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE COMPANY PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS DEFENSE COSTS. PLEASE READ CAREFULLY.**

Item 1. Named Insured: Allison, Bass & Associates, LLP

**Mailing Address:**

Street: 402 West 12th Street

City: Austin

State and Zip Code: TX 78701

Item 2. Limits of Liability: (A) \$1,000,000 each CLAIM, including CLAIMS EXPENSE  
(B) \$1,000,000 Annual Aggregate, including CLAIMS EXPENSE

Item 3. Deductible: \$25,000 Deductible per CLAIM and AGGREGATE

Item 4. Policy Period: From: 08/09/2009 To: 08/09/2010  
at 12:01 A.M. Standard Time at the mailing address shown above.

Item 5. Premium: \$5,543

Item 6. Retroactive Date: See CVX-LAW-266 (04/05)

Item 7. Endorsements: (SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2009

PRODUCER Fax# 813-418-5173 Phone# 813-984-3200

Baldwin Connolly  
4010 West Boy Scout Blvd., Suite 200  
Tampa, FL 33607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED Fax# 813-289-1293 Phone# 888-340-9442

ASI V, Ltd.  
4890 West Kenndy Blvd., Suite 500  
Tampa, FL 33609

INSURER A: New Hampshire Insurance Company

23841

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	5859221	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

For the benefit of employees leased to Allison, Bass &amp; Associates, LLP from the captioned named insured. The certificates holder's actual effective and expiration dates may differ from the dates above and are subject to the terms set forth in the Client Service Agreement between ASI and the Certificate Holder and the regulations of the state of domicile.

CERTIFICATE HOLDER Fax#

Phone#

## CANCELLATION

Allison, Bass & Associates, LLP  
402 W. 12th Street  
Austin TX 78701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2008/01)

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**SPECTRUM POLICY DECLARATIONS (Continued)**  
**POLICY NUMBER: 65 SBA PT5459**

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
<b>LIABILITY AND MEDICAL EXPENSES</b>	<b>\$1,000,000</b>
<b>MEDICAL EXPENSES - ANY ONE PERSON</b>	<b>\$ 10,000</b>
<b>PERSONAL AND ADVERTISING INJURY</b>	<b>\$1,000,000</b>
<b>DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES</b>	<b>\$ 300,000</b>
<b>AGGREGATE LIMITS</b>	
<b>PRODUCTS-COMPLETED OPERATIONS</b>	<b>\$2,000,000</b>
<b>GENERAL AGGREGATE</b>	<b>\$2,000,000</b>

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

**HIRED/NON-OWNED AUTO LIABILITY** **\$1,000,000**  
**FORM: SS 06 66**

**UMBRELLA LIABILITY - SEE  
SCHEDULE ATTACHED**

01843  
\*2100265PT54590110

