

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into by and between **Fort Bend County**, hereinafter referred to as the "County," a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners' Court, and **Hicks-Richardson Associates** ("Consultant"), authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Texas Local Government Code; and,

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. SERVICES. Consultant agrees to assist County with follow-up and outreach to Congress and FEMA regarding the implementation of the recently reauthorized Flood insurance Modernization Reform provisions of PL 112-141, with a special focus on supporting the recognition of 44 CFR 65.10 certified levees as a part of the process. Consultant will also assist County in outreach and support to Congress and the Department of Transportation with the goal of modifying the Urbanized Area Formula Funding Program Section 5307 so that Country transportation priorities become eligible for assistance. Consultant will also assist County with other Federal Sector priorities as identified and assigned by the County.

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.

This is a contract for professional services and is exempt from competitive bidding as authorized by Section 262.024 of the Local Government Code.

2. COMPENSATION. Consultant shall be compensated a total amount of \$3,500.00 a month for all services rendered and any expenses incurred under this Agreement. Consultant shall submit monthly reports to County, detailing services provided for the preceding month. Upon approval of each report, County shall issue monthly payment to Consultant.

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.

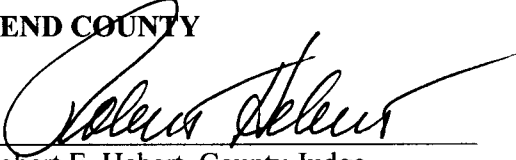
4. TERM AND TERMINATION. The term of this Agreement shall begin on **October 1, 2012**, and shall continue in effect through **September 30, 2013**. Either party upon thirty (30) days written notice may terminate this Agreement with or without cause.

- 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 workers' 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.

[REMAINDER LEFT BLANK]

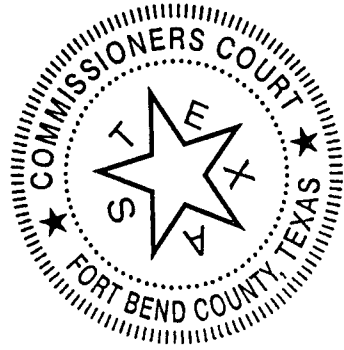
[SIGNATURE PAGE FOLLOWS]

FORT BEND COUNTY

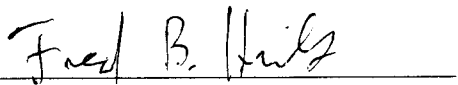
By: 
Robert E. Hebert, County Judge

Date: 9-4-2012

ATTEST: 
Dianne Wilson, County Clerk



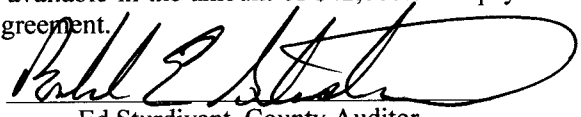
HICKS-RICHARDSON ASSOCIATES

By: 

Date: 8-27-12

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$42,000.00 to pay the obligation of Fort Bend County within the foregoing Agreement.


Ed Sturdivant, County Auditor