

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

**AGREEMENT FOR LEGAL SERVICES BETWEEN ROGERS,  
 MORRIS & GROVER, LLP AND FORT BEND COUNTY**

THIS AGREEMENT is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Rogers Morris & Grover, LLP ("Contractor"), a limited liability partnership authorized to conduct business in the State of Texas (collectively "the Parties").

**WITNESSETH:**

WHEREAS, County desires that Contractor provide professional legal services;  
 and

WHEREAS, the Texas County Purchasing Act, §262.024(4) and Chapter 2254, Subchapter A, Texas Local Govt. Code, exempts from competitive bidding contracts that are for professional services;

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in Contractor's Letter of Engagement, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and

sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in and paid in accordance with the terms and provision set forth in Exhibit A and its exhibit. The compensation for current estimated contract services is Fifty Thousand dollars and 00/100 (\$50,000.00). In no case shall the amount paid by County under this Agreement exceed \$50,0000 without an approved change order.

3.2 County will pay based on the following procedures: Upon completion of each Service Event, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. Contractor may submit electronically via: [apauditor@fbctx.gov](mailto:apauditor@fbctx.gov). County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days.

### **Section 4. Time of Performance or Term**

The Parties agree that this Agreement was effective as of July 8, 2025, and can be terminated at any time by the County in the manner described in section 6, below. The Parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.

### **Section 5. Modifications and Waivers**

5.1 The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.

5.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition.

5.3 The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 6. Term and Termination**

This contract is for the period July 8, 2025, through July 7, 2026, renewable for two (2) one-year additional terms under the terms and conditions if mutually agreeable to both Parties. County may terminate this contract at any time for convenience. Upon termination of this Agreement, County shall compensate Contractor in accordance with the Compensation and Payment Section above, for those services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation and Payment Section above. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Section 7. Ownership and Reuse of Documents**

The written report(s) created by Contractor in fulfillment of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, and at the time of payment under the Compensation and Payment Section for work performed.

## **Section 8. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 9. Insurance**

9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of Professional Liability insurance with limits not less than \$1,000,000 per claim, and provide that such insurance shall not be canceled, except on 60 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance from such companies having an AM Best's credit rating of A/VII or better, licensed or approved to transact business in the State of Texas.

9.2 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work

under this Contract is completed.

9.3 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein.

9.4 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

9.5 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### **Section 10. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 11. Confidential and Proprietary Information**

11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

11.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third Parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents

of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

11.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third Parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

## **Section 12. Independent Contractor**

12.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.

12.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 13. Notices**

13.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson St.  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Auditor  
301 Jackson St.  
Richmond, TX 77469

Contractor: Rogers Morris & Grover, LLP  
Attn: Managing Partner  
5718 Westheimer Rd., Ste. 1200  
Houston, TX 77057

13.3 Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to

deliver.

#### **Section 14. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 15. Assignment and Delegation**

15.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

15.2 Neither party may delegate any performance under this Agreement.

15.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 16. Applicable Law**

16.1 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

16.2 Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

16.3 County does not agree to submit disputes arising out of this Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.

#### **Section 17. Successors and Assigns**

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 the other party, in respect to all covenants of this Agreement.

### **Section 18. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties.

### **Section 19. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

### **Section 20. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

### **Section 21. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

### **Section 22. Certain State Law Requirements for Contracts**

The contents of this Section are required by Texas Law and are included by County regardless of content.

22.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

22.2 Certifications under Chapter 2274 Texas Government Code Contractor certifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and does not boycott energy companies.

22.3 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

### **Section 23. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**Section 24. Entire Agreement**

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

**Section 25. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, priority shall be given to this Agreement with regards to the conflict.

(Execution Page Follows)

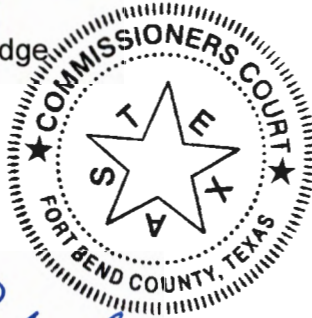
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 21 day of July 2025.

FORT BEND COUNTY

KP George

KP George, County Judge  
Date: 7/21/2025



ATTEST:

Laura Richard  
Laura Richard, County Clerk  
Date: 7/21/2025

ROGERS MORRIS & GROVER, LLP

Jonathan G. Brush  
Authorized Agent- Signature

Jonathan G. Brush  
Authorized Agent- Printed Name  
Managing Partner

\_\_\_\_\_  
Title  
7/15/25  
\_\_\_\_\_  
Date

Exhibit A: Contractor's Letter of Engagement

### AUDITOR'S CERTIFICATE

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

Robert Edward Sturdivant  
Robert Edward Sturdivant, County Auditor

# Exhibit A



5718 WESTHEIMER ROAD, SUITE 1200  
HOUSTON, TEXAS 77057  
PHONE: (713) 960-6000 • FAX: (713) 960-6025  
[www.rmglp.com](http://www.rmglp.com)

**RICHARD A. MORRIS**  
Direct Dial: (713) 960-6019  
[rmorris@rmglp.com](mailto:rmorris@rmglp.com)

July 10, 2025

**Via Email**

K.P. George, County Judge  
Fort Bend County  
301 Jackson St.  
Richmond, Texas 77469

Re: Engagement Letter

Dear Judge George:

I would like to thank Fort Bend County for considering Rogers, Morris & Grover, L.L.P. (“the Firm”). The purpose of this letter (“the Agreement”) is to confirm the terms, conditions, and limitations of our agreement.

We appreciate the opportunity to serve Fort Bend County, and we recognize that Fort Bend County’s satisfaction with our services is the key to a successful professional relationship. This requires a mutual understanding of expectations and candid communications between us. Therefore, please let me know promptly if you have questions at any time concerning matters related to this Agreement.

**DESCRIPTION OF SERVICES**

The scope of the Firm’s representation is to provide general legal services regarding redistricting of Fort Bend County election districts, including:

- Review of demographic and election data
- Legal analysis under the U.S. Constitution, Voting Rights Act, and relevant state law
- Drafting, reviewing, and revising boundary maps
- Advising and preparing for public hearings, notices, or litigation challenges
- Coordination with county staff, mapping consultants, and stakeholders

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Notwithstanding this description of services, the scope of the Firm's representation and services contemplated in this Agreement are not intended to usurp or interfere with any core function within the exclusive authority of the Fort Bend County Attorney's office. *See* Tex. Gov't Code § 45.179.

### **FEE ARRANGEMENTS**

Experience has shown that a mutual understanding at the outset about fee arrangements will help clarify each party's obligations under this Agreement.

No retainer is required. The Firm will render a monthly statement(s) to Fort Bend County *via email* to you for our fees calculated on the basis of hourly rates (in 0.25 hour increments with block task descriptions) using the rates set forth in the attached schedule. These rates are subject to increase at the start of each calendar year. Reimbursement expenses include costs incurred for transportation, lodging and meals where travel is required in connection with our representation of Fort Bend County, expenses of document imaging, courier services, shipping costs, and the like. Payment of each statement is due within thirty (30) days of the billing.

Whenever appropriate and consistent with proper legal representation, we use legal assistants, investigators and less senior attorneys in order to minimize the time requirements of our more senior attorneys. This enables us to provide our clients economical and efficient legal services and to avoid assigning senior attorneys to tasks performed equally as well by other staff members.

### **THIRD-PARTY VENDORS AND SERVICES**

Please also note that it is our general policy to direct all third-party vendors and services (*e.g.*, mediators, arbitrators, etc.) to look directly to our clients for payment. Accordingly, Fort Bend County hereby agrees to pay all third-party vendors and services directly and promptly. We will attempt to advise you in advance of such expenses and seek your prior approval of any single expenditure in excess of \$2,000.00.

### **TERMINATION OF SERVICES**

Under certain circumstances, it may be necessary to terminate our services and our attorney/client relationship prior to completion of the matter or matters for which we have been retained. In that event, we have agreed to the following:



- A. Upon receipt of written notice, the Firm will withdraw from representing Fort Bend County.
- B. The Firm, at its option, may withdraw from representing Fort Bend County at any time if Fort Bend County:
  - (1) insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification or reversal of existing law;
  - (2) insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the Texas Disciplinary Rules of Professional Conduct;
  - (3) by any other conduct, renders it unreasonably difficult for the Firm to carry out its employment;
  - (4) insists that the Firm engage in conduct that is contrary to the judgment and advice of the attorneys but not prohibited under the Texas Disciplinary Rules of Professional Conduct; or
  - (5) fails to perform any agreement or obligation to the Firm with respect to the payment of cost or fees for services rendered.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to Fort Bend County's rights, including giving due notice to Fort Bend County and allowing time for employment of other counsel, delivering all papers and property to which Fort Bend County is entitled, and complying with applicable laws and rules governing such withdrawal from employment.

**DISCLAIMER**

You acknowledge that the Firm has not made any representation, nor can any representation be made, as to the ultimate outcome or success of the matters as to which we have been, or in the future, may be engaged to represent Fort Bend County. The only material representation that has been made by us is that we will exert our best professional efforts in our representation of Fort Bend County.



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Upon execution of this letter agreement, it will become a binding contract. Therefore, if any of the matters set forth herein are unclear or require explanation, please call me as soon as possible to discuss them.

If the foregoing terms and conditions are acceptable, please execute this letter agreement in the space provided below and return an executed copy to our office. Once again, we appreciate the opportunity to serve Fort Bend County and look forward to a successful relationship.

Very truly yours,

ROGERS, MORRIS & GROVER, L.L.P.



Richard A. Morris

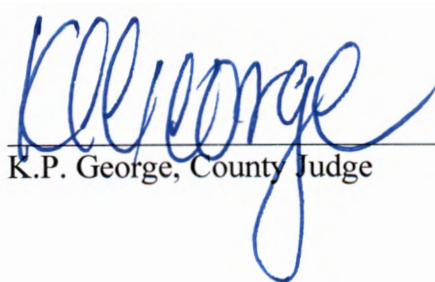
C: Jonathan Brush [Firm]  
Debbie Esterak [Firm]  
Jennifer Cronkhite [Firm]

ACCEPTED AND APPROVED

on 7/21/2025, 2025:

*Approved by Commissioners Court on July 8, 2025*

FORT BEND COUNTY



K.P. George, County Judge



<b><u>STANDARD RATES</u></b>	<b><u>2025</u></b>
MORRIS, RICHARD A.	\$485.00
GROVER, CLAY	\$485.00
MORRIS, MICKI	\$485.00
BRUSH, JONATHAN	\$440.00
TUCKER, AMY	\$440.00
CHICKERING, MYRA	\$440.00
HOLUB, MOLLY	\$440.00
EVANS, MARIANA	\$430.00
DEMMLER, AMY	\$430.00
ESTERAK, DEBBIE	\$405.00
KAMINSKY, PAM	\$385.00
PALTIYEVICH, STACY	\$375.00
STONE, KYLE	\$375.00
HOOPER, SEAN T.	\$350.00
KNOP, PHILLIP B.	\$350.00
ELLEFSSEN, EMMA	\$345.00
FITZGERALD, A.J.	\$345.00
NEW ASSOCIATES	\$345.00
LEGAL ASSISTANTS	\$195.00

