STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND HAWES HILL & ASSOCIATES LLP FOR CONSULTING SERVICES REGARDING THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE

This Agreement for consulting services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), and Hawes Hill & Associates LLP ("Contractor"), a Texas limited liability partnership, with its principal place of business at 9600 Long Point Road, Suite 200, Houston, Texas 77055 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the County is authorized to establish tax increment reinvestment zones ("TIRZ") under Texas Tax Code Chapter 311 subject to specific statutory requirements and conditions;

WHEREAS, the Contractor has specialized expertise in establishing TIRZs pursuant to Texas Tax Code Chapter 311, and provides consulting services to local government entities concerning the establishment thereof;

WHEREAS, the County wishes to engage the consulting services of the Contractor regarding the establishment of a TIRZ in Precinct 3 of Waller County, Texas (the "Project"); and

WHEREAS, the Contractor's functions shall include performing a feasibility analysis concerning said TIRZ, and the development of a Preliminary Project Plan and Finance Plan;

WHEREAS, the Contractor desires to provide such services to the County;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of the Agreement; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further mutually agree as follows:

SECTION 1. AGREEMENT

1.1 Services to be Performed: Contractor shall perform the services in connection with the Project as set forth below, and the County agrees to pay the fees as set forth herein as full and final compensation for all services performed under this Agreement. Contractor represents that it has special expertise in the services contemplated by this Agreement, and shall perform said services to the appropriate local, regional, and national professional standards. Contractor shall provide the services as further described in Exhibit A for the creation of a TIRZ in Precinct 3 in Waller County, Texas.

1.2 Character and Extent of Services: The scope of the services includes the following:

a. The services related to the creation of a TIRZ in Waller County Precinct 3 as described in this Agreement and in Exhibit A;

b. Contractor shall be responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, deliverables, and other services furnished by Contractor under this Agreement, and the County may rely upon the Contractor in the performance of the services; and

c. It is agreed and understood that this Agreement contemplates the full and complete services for the Project, including changes necessary to complete the Project as outlined herein. The Contractor acknowledges by the execution of this Agreement that all contingencies known to the Contractor at the date of this Agreement, as may be deemed necessary and proper to complete the services, have been included in the fee stated herein. Nothing contained herein shall be construed as authorizing additional fees for services necessary for the successful completion of the Project.

1.3 Time for Completion: All services, deliverables, written reports, and other data are to be completed and delivered to the County prior to the Termination Date. No extensions of time will be granted unless the Contractor submits a written request, and the County approves such request in writing.

1.4 Progress of Phases: The County shall have the right to determine, in its sole discretion and without penalty, whether or not to proceed with any phase described in Exhibit A. Payment will be made for services actually rendered in accordance with Section 2.3.

1.5 Exhibits: Exhibit A is attached hereto, and incorporated by reference as if it were fully set forth herein for all purposes.

1.6 Order of Precedence: In the event of a conflict between the Agreement and Exhibit A, the Agreement shall control.

SECTION 2. PAYMENT FOR SERVICES

2.1 Total Fee: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor for services actually performed, a fee, not to exceed fifty thousand dollars ($50,000) as stated in Exhibit A.

2.2 Invoices: Contractor shall invoice the County monthly for services actually performed.

2.3 Payment for Services Rendered: The County will pay for services actually rendered in accordance with Texas Government Code Chapter 2251, subject to Section 2.4, 2.5, and 2.6. The County shall not pay for services that have not actually been rendered.

2.4 Limitations: Nothing contained in this Agreement is intended to require the County to pay for any work that is unsatisfactory as solely determined by the County, or which is not submitted in compliance with the terms of this Agreement. The County shall not make payments to Contractor if Contractor is in default under this Agreement.

2.5 Right to Withhold Payment: The County may withhold payment to Contractor for the following reasons:

a. The County has reasonable grounds for believing that Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance.

b. A claim exists or will exist against the Contractor or the County arising out of the negligence of the Contractor.

c. The Contractor fails to comply with any provision of the Agreement.

2.6 Withheld Payments: Any payment withheld may be retained by the County for a period of time as it may deem advisable to protect the County against any loss, and may, after written notice to the Contractor, be applied to the satisfaction of any claim described herein. No interest shall by payable by County for any amounts withheld under Section 2.5. The right to withhold payment is not intended in any way to prejudice any other right of the County.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Time for Performance: Contractor shall begin the performance of the services as specified herein immediately upon execution of the Agreement. Time is of the essence in the performance of this Agreement.

3.2 Contractor's Performance: Contractor, and its employees or associates, shall perform all the services under this Agreement in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by those currently performing the services under the same or similar circumstances. Contractor represents that all of its employees or associates who perform services under this Agreement shall be qualified and competent to perform the services described in Exhibit A.

3.3 Coordination with the County: The Contractor shall be available for conferences with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the County to maintain maximum efficiency.

3.4 TIRZ Boundary: The Contractor shall identify the geographic boundaries of any TIRZ proposed for creation.

3.5 Requirements for Creation: Contractor shall identify in the written reports it creates how any proposed TIRZ will comply with the requirements of Texas Tax Code Chapter 311 relating to the creation of a TIRZ. The documents shall specifically state how the proposed TIRZ will significantly enhance the value of the taxable real property in the proposed TIRZ, and how the TIRZ will be a general benefit to the County.

3.6 Compliance with Texas Tax Code Chapter 311: The services contemplated under this Agreement are for the creation of a TIRZ under Texas Tax Code Chapter 311. All services, deliverables, written reports, and other data developed, prepared, or provided by Contractor pursuant to this Agreement shall strictly conform to the requirements of said law.

3.7 Revisions: If revisions are necessary for any services, deliverables, written reports, and other data because of Contractor's error or omission, Contractor shall make such revisions at no additional cost to the County, and in a time frame directed by the County.

3.8 Associated Costs: Contractor shall be responsible for any cost associated with implementing this Agreement.

3.9 Qualified Personnel: Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

SECTION 4. TERM AND TERMINATION

4.1 Agreement Term: The term of this Agreement shall begin upon the Effective Date, and end on December 31, 2025, unless either Party terminates this Agreement in accordance with its terms.

4.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

4.3 Termination for Failure to Perform: The County may terminate this Agreement if the Contractor fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the County. Contractor shall be responsible for any expenses it incurs after the date of termination.

4.4 Termination for Insolvency and Bankruptcy: The County, in his sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

4.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience and without penalty by providing written notice to the Contractor in accordance with Section 4.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.

4.6 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 16.16.

4.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

4.8 Contractor's Responsibilities Upon Termination: Upon written notice of termination, whether for cause or convenience, Contractor shall immediately discontinue all services, and Contractor shall immediately terminate placing orders or entering into contractor for supplies, assistance, facilities, or materials in connection with this Agreement. Contractor shall also immediately deliver to County all completed or partially completed studies, reports, drawings, documents, deliverables, and other material prepared under this Agreement, which County, its employees, agents, or contractors may use without restraint for the completion of the Project. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement showing in detail the services performed under the Agreement, but not already paid for. The County shall pay the Contractor for the services already rendered prior to notice of termination to the extent that they are approved by the County.

SECTION 5. DOCUMENT OWNERSHIP

5.1 Document Ownership: Upon completion of the services and receipt of payment in full, the Project drawings, specifications, deliverables, plans, and other documents or instruments prepared or assembled by Contractor under this Agreement shall become the sole property of the County, and shall be delivered to the County without restriction on future use.

SECTION 6. NO EXCLUSION

6.1 No Exclusion: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

7.1 Records and Audits: The County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits.

SECTION 8. FAMILIARITY WITH PROJECT

8.1 Familiarity with Project: Contractor represents that, prior to executing this Agreement, Contractor was and is thoroughly acquainted with all matters relating to the Project and performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

SECTION 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability: The County shall not be liable under any theory of recovery, INCLUDING NEGLIGENCE, for any damages arising out of or pertaining to Contractor's performance of this Agreement, or the products or services provided by Contractor under this Agreement.**

SECTION 10. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

10.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to commencing the services. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 11. INDEPENDENT CONTRACTOR.

11.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 12. INDEMNITY.

12.1 **INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.**

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO

DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. NO DAMAGES FOR DELAYS

13.1 No Damages for Delays: Notwithstanding any other provision of this Agreement, the Contractor shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

SECTION 14. INSURANCE REQUIREMENTS

14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Hawes Hill & Associates, LLP, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during term of the Agreement.

SECTION 15. ASSIGNMENT

15.1 Assignment. Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Jurisdiction and Venue. This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

16.2 Right of Review. The County may review any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.

16.3 No Subcontractors. Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.

16.4 No Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

16.5 Severability. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

16.6 Entire Agreement. This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

16.7 Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

16.8 Tax Exempt. The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

16.9 No Arbitration. A dispute arising under this Agreement shall not be subject to arbitration.

16.10 Waiver of Subrogation. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.

16.11 No Third-Party Beneficiaries. This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

16.12 Authority to Sign. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

16.13 Recitals: The recitals are incorporated into this Agreement.

16.14 Conflicts of Interest: By signature on this Agreement, the Contractor acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project, and business relationship with abutting property owners. Contractor further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under the Agreement.

16.15 Confidentiality. The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16.16 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County

Attn: Waller County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Attn: Naina Magon
9600 Long Point Road, Suite 200
Houston, Texas 77055

COUNTY

____
Carbett "Trey" Duhon, III
Waller County Judge

Date: __________________

CONTRACTOR

____
Naina Magon
Managing Principal

Date: __06/27/25_________________

EXHIBIT A

SCOPE OF SERVICES

Scope of Professional Consulting Services for Tax Increment Reinvestment Zone Creation

The HHA approach, as described below, divides the process into three distinct phases. The first phase involves understanding the community's goals, conducting an existing conditions and feasibility analysis, and preparing the proposed tax increment reinvestment zone (the "Zone" or "TIRZ") boundary. The second phase includes preparation of the plan documents including development of the required Preliminary Project Plan and Reinvestment Zone Financing Plan. The third phase involves Zone Creation including approval by Commissioners Court, preparation of the Final Project Plan and Finance Plan, and nomination of the Board of Directors.

A. Phase One: Tax Increment Reinvestment Zone Feasibility & Pre-Creation Activities

- Identify the County's goals for creating the Zone. HHA will work with County Staff and appropriate stakeholders to gain a better understanding of the County's objectives and desired outcomes in utilizing a tool such as a TIRZ.
- Conduct an initial needs analysis to establish issues facing the County and opportunities for reinvestment/new investment through the use of special districts. The initial needs analysis will result from the collection and examination of available data, meetings with local public and private sector stakeholders, and field observation.
    - Information will be numerically and geographically considered and will include a) a complete review of all ad valorem values; b) existing land uses; c) floodplains; d) documentation of blighted conditions; e) the identification of tracts where development is impeded due to faulty lot layout or improper zoning; f) analysis of any other relevant factors impeding development or redevelopment of the area.
- Based on the needs analysis, identify general locations where a TIRZ could potentially positively address community needs and opportunities.
- Review any previous plans and studies related to the proposed opportunity areas and identify proposed or planned developments within these areas.
- In coordination with County Staff, prioritize opportunities and identify potential capital improvement projects that are eligible by statute.
- Refine the selected location(s) and establish a clearly delineated boundary map of each area along with related map sets for each proposed TIRZ.
- Prepare all GIS mapping and data analysis to "fine tune" and finalize each Zone boundary to attempt to maximize success while working within statutory parameters. The result will include map sets that are fully optimized and in accordance with statutes for both the Preliminary and Final Project and Reinvestment Zone Financing Plan.

B. Phase Two: Prepare Preliminary Project Plan & Finance Plan

- Prepare the Preliminary Project Plan and Reinvestment Zone Financing Plan. The Preliminary Project Plan will, at minimum, include the following: a) maps showing the existing uses and conditions of real property in the Zone and maps showing proposed improvements to and use of that property; b) proposed changes to any zoning ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan.

The Preliminary Financing Plan will include: a) a list of the estimated project costs of the Zone, including administrative expenses; b) a statement listing the kind, number, and location of proposed capital improvements, projects or programs to be undertaken in the Zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the Zone.

- In coordination with County Staff, conduct meetings with key stakeholders, including elected officials and staff from proposed participating jurisdictions, regarding the Zone creation and implementation strategy. The HHA team will provide financial impact information to each jurisdiction and clarify how tax increment financing will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- In coordination with County Staff, conduct a workshop (if needed or required) with the County on the creation of the Zone. At this workshop, HHA will present the proposed redevelopment strategy, the process for creating the Zone, and implementation of the Project Plan and Reinvestment Zone Financing Plan and serve as support staff to County Staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan prior to the public hearing. Changes will include revisions to the proposed boundaries, adjustments to related data sets associated with the area targeted for redevelopment, types and locations of proposed improvements, and any other changes required.

C. Phase Three: Creation of the Tax Increment Reinvestment Zone

- Prepare and deliver to the County and legal counsel a draft public notice of the hearing and the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan. In addition, the HHA team will serve as the point of contact for any questions or issues that arise related to the hearing before the hearing is held (or as support to the County if that is determined to be more appropriate).
- Assist the County with the conducting of a public hearing on the creation of the Zone. In doing so, the HHA team is willing to conduct the hearing on the County's behalf or be present to serve as technical advisor to the County during the hearing.
- Prepare and deliver to the County and legal counsel the creation order for the Zone. The order will follow all the requirements of and make all the required statutory findings required in Chapter 311 of the Property Tax Code.
- Work with the County to nominate and appoint an initial Board of Directors for the Zone.
- Prepare a Final Project Plan and Reinvestment Zone Financing Plan for presentation to the Board of Directors of the Zone. Should any changes to the plan be required based on the public hearing process, the HHA team will incorporate the necessary changes into the document and make it ready for presentation to the TIRZ Board of Directors for their consideration and approval.
- Prepare and submit to the County and legal counsel an order for consideration by the County Commissioners approving the Project Plan and Reinvestment Zone Financing Plan as adopted by the TIRZ Board of Directors.

- Assist the County with negotiating final participation agreements with taxing jurisdictions (other than the County). Each agreement will delineate the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present all participation agreements to the TIRZ Board of Directors for approval.

Deliverables

- Preliminary Project Plan & Reinvestment Zone Financing Plan (including Feasibility Analysis)
- Final Project Plan & Reinvestment Zone Financing Plan

Fee

- **Phase 1 - $20,000**
- **Phase 2 - $20,000**
- **Phase 3 - $10,000**
- **Total Fee- $50,000**