

## CONTRACT FOR PROFESSIONAL SERVICES

The client is Fort Bend County Toll Road Authority and Fort Bend Grand Parkway Toll Road Authority (hereinafter referred to as "Client") and the provider of services is G & P Consulting – Colin Parrish (hereinafter referred to as "Consultant").

The Client engages Consultant to provide professional services described herein, in consideration of the mutual promises provided herein, and for the compensation expressed:

- 1) Consultant agrees to provide the following services: consult, plan, research and advise the client regarding agency action dealing with transportation policy, toll roads, construction, project delivery and finance in the state of Texas, working with legislative and appropriate state agencies; develop early acquisition of right of way agreements, advocate for additional funding for local projects, investigate opportunities for advanced funding for projects, educate the region's legislative delegation on the benefits of the county toll road authority, provide all other services deemed by Client to be beneficial to Client's interests.
- 2) For the services described herein, Consultant shall be paid \$5,000.00 per month with the first payment due 11-01-2016. Payments shall be made at P.O. Box 685075, Austin, TX 78768, or at such other location as Consultant may direct. Invoices shall be mailed or emailed to Client at the following address: Fort Bend County Toll Road Authority, c/o AVANTA Services, 5635 Northwest Central Drive, Suite 104E, Houston, Texas, 77092
- 3) Client has the right to terminate this Contract at its sole option at any time, with or without cause, by providing thirty (30) days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than thirty (30) days later than the actual receipt of such written notice by Consultant. Upon such termination, the Client shall compensate the Consultant in accordance with paragraph 2, above, for those services which were provided under this Contract prior to its termination and which have not been previously invoiced to the Client. The Consultant's final invoice for said services will be presented to and paid by the Client in the same manner set forth in paragraph 2, above.

Termination of this Contract and payment as described in paragraph 2, above, shall extinguish all rights, duties, obligations, and liabilities of the Client and the Consultant under this Contract and this Contract shall be of no further force and effect, provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Contract or under any standard of conduct set by common law or statute.

If the Client terminates this Contract as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Consultant.

The Client's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the Client by virtue of this Contract or otherwise. Failure of the Client to exercise any of its said rights, actions, options or privileges to terminate this Contract as provided in any provision of this Contract shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Contract or of any other standard of conduct set by common law or statute.

Copies of all completed and partially completed documents prepared under this Contract shall be delivered to the Client within thirty (30) days or upon Consultant's receipt of termination payment, whichever is sooner, when and if this Contract is terminated.

- 4) The Client is responsible for advising Consultant of the legislative or executive action that the Client desires to be accomplished. Consultant agrees to perform those services in a diligent and professional manner, advising the Client on a regular basis of the progress of legislative or regulatory action in the state of Texas relating to the business of the Client. Consultant further agrees to perform in a manner that complies with all applicable laws, regulations, and rules. Furthermore, Consultant shall not disclose to any third party, including any state agency of Texas, any confidential information of Client for which it has not received prior, written permission to disclose. This contract does not include the provision of legal services by Consultant to the Client.
- 5) Political contributions and campaign contributions on behalf of Client are not part of this Contract. Client understands that Consultant and employees of Consultant attend political events and campaign functions, but that such activities are undertaken outside of this Contract, and neither Consultant nor its employees receive any compensation from Client for such activity.
- 6) All notices shall be sent to Consultant at P.O. Box 685075, Austin, Texas 78768. All notices to Client shall be sent to The Muller Law Group, PLLC, 16555 Southwest Freeway, Suite 200, Sugar Land, Texas 77479.
- 7) Consultant agrees not to accept other employment that would conflict with the interest of the Client. Should any conflict arise between the Client and Consultant, the matter will be settled to the satisfaction of the Client and in accordance with the rules of the Texas Ethics Commission. The Client understands that it will not be Consultant's sole client, but Consultant agrees to exert best efforts in securing the purposes of this Contract.
- 8) This Contract is not assignable by either party. This Contract constitutes the complete and exclusive statement of agreement among the parties hereto with respect to the subject matter herein and related subject matter hereof and supersedes all prior agreements or statements by and between the parties hereto. The parties agree that the laws of the State of Texas shall govern the interpretation and enforcement of this

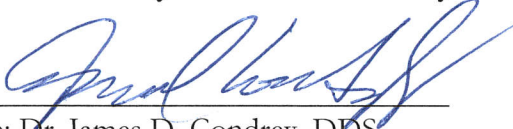
Contract without giving effect to that state's choice of law rules. Litigation of disputes under this Contract shall be conducted in courts located in Travis County. The parties hereto consent to the jurisdiction of any local, state or federal court in which an action is commenced and located in accordance with the terms of this Section. Facsimile signatures are accepted as originals.

- 9) Notwithstanding any other provision of this Agreement, Client or Consultant may terminate this Agreement upon 30 days prior written notice to counterparty, in which case Client's fees shall be pro-rated through the actual date of termination.

EFFECTIVE THIS THE 21<sup>st</sup> day of September 2016.

Signed and agreed to by:

**Fort Bend County Toll Road Authority**

By:   
Name: Dr. James D. Condrey, DDS  
Title: Chairman

**Fort Bend Grand Parkway Toll Road Authority**

By:   
Name: Dr. James D. Condrey, DDS  
Title: Chairman

Signed and agreed to by:

**G&P Consulting – Colin Parrish**

By:   
Colin Parrish

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_