

## MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into on February 21, 2022 ("Effective Date") by and between FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY, a local government corporation created by Fort Bend County, Texas ("Authority"), and MURRAY & JAMES CONSULTING INC., a Colorado corporation ("Contractor").

### BACKGROUND

The Authority has determined it is in the Authority's best interest to engage a professional service provider for the services described herein; and

Authority and Contractor (collectively, the "Parties") have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel; and

Now, therefore, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Authority and Contractor agree as follows:

#### I.

### SERVICES

#### Section 1.01. Services.

Contractor shall perform services for the Authority provided in **Exhibit A** of this Agreement ("Services"), and Contractor shall be compensated for Services duly approved in the manner set forth in Article II of this Agreement. In addition, approval of services not reflected in **Exhibit A** ("Additional Services") shall be evidenced by a supplement to this Agreement, countersigned by the Authority or its designee, which shall include the service to be performed, duration of performance, the location, and the fees ("Supplement"). All fees described in the Supplement shall include charges for labor, materials, insurance, equipment, and any other items required to perform the work in the Additional Services. Contractor may not deviate from approved Services without the prior written consent of the Board of Directors ("Board") or its designee.

#### II.

### COMPENSATION

Section 2.01. Payment for Services. The Maximum Compensation under this Agreement is \$27,000.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

In consideration for the Services, the Authority will pay the Contractor as described in **Exhibit B** of this Agreement. Contractor shall submit detailed monthly invoices (together with any back-up documentation requested by the Authority). These monthly invoices must be submitted to the Authority no later than 5 calendar days after month's end.

Such invoices shall be sent to the Authority's bookkeeper:

Authority's Bookkeeper  
Ms. Kristina Dowling  
Mike Stone & Associates  
1950 Lockwood Bypass

Richmond, Texas 77469  
Phone: (832) 924-8757  
Email: [KristinaDowling@MikeStoneAssociates.com](mailto:KristinaDowling@MikeStoneAssociates.com)

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Authority, with proof, satisfactory to the Authority, that all labor, material and equipment for which Contractor has been paid, have been satisfied and paid, unless the Authority waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Authority for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

### III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Authority to furnish its best skill and judgment in performing the Services for the Authority. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor will meet with Authority approval, but that the detailed manner and method of performing the Services will be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification.

- A. Insurance Certificates. Before commencing any services or work hereunder, Contractor agrees to furnish certificates of insurance to the Authority evidencing that the insurance required below is in force and effect. Contractor shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.
- B. Required Insurance and Limits of Liability. Throughout the term of this Agreement, Contractor agrees to obtain and maintain in force and effect insurance of the following types and amounts from insurance companies authorized to engage in the business of insurance in the State of Texas and rated by Best's A-, VII or better:
  - a. Workers' Compensation Insurance affording statutory benefits in accordance with all requirements of the applicable worker's compensation laws and covering Contractor's employees and workers as to whom an employer may obtain worker's compensation insurance. Statutory workers' compensation insurance is required; no alternative forms of insurance are permitted.

- b. Employer's Liability Insurance with limits of not less than \$1,000,000 per accident or for disease.
- c. Commercial General Liability Insurance, including completed operations and contractual coverage, with limits of not less than:
  - i. Each Occurrence – \$1,000,000
  - ii. General Aggregate – \$2,000,000
  - iii. Products-Completed Operations Aggregate – \$2,000,000
  - iv. Personal & Advertising Injury – \$1,000,000
- d. Business Automobile Liability Insurance with limits of not less than \$1,000,000 (combined single limit) each accident covering owned, hired or leased, and non-owned autos.
- e. Excess or Umbrella Liability Insurance, applying excess of b., c., and d., above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.

The foregoing required insurance is the minimum insurance required by this Agreement and Contractor may, in its sole discretion, procure additional insurance or higher limits of liability.

- C. Authority to be Named an Additional Insured. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by c., d., and e., above, shall be endorsed to provide that the Authority and the Authority's directors, officers, representatives, and agents are added as additional insureds for liability they may have arising out of or related to Contractor's Services or work under this Agreement.
- D. All such policies shall be endorsed to provide that such additional insured coverage is on a primary basis, and not in excess of other insurance coverage available to the Authority, and that Contractor's insurers will not seek contribution or recovery from the Authority or other insurance as may be available to the Authority.
- E. Insurance Required of Contractor's Subcontractors. Contractor shall require any subcontractors providing services or work under this Agreement to obtain the same insurance and limits of liability as required by a., b., c., d., and e. above. Contractor shall also require any such subcontractor to cause its insurers to waive subrogation in favor of the Authority to the same extent as required by the following provision.
- F. Waiver of Subrogation in Favor of Authority. The parties intend that none of Contractor's insurers shall subrogate against the Authority. Accordingly, Contractor agrees to cause its insurers, including insurers underwriting the policies required above, to waive subrogation against Authority. For the avoidance of doubt, Contractor also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Contractor for any loss, damage or liability that is covered by Contractor's insurance, regardless of whether the loss, damage or liability is caused by the negligence, breach of any legal duty, or other fault of the Authority. The foregoing release is effective even if Contractor fails to obtain the required insurance.

- G. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall be endorsed to provide that they will not be canceled, or the coverage thereunder materially changed, without at least seven (7) days prior written notice to the Authority.
- H. Contractor's Compliance with Policy Conditions. Contractor shall comply with and not violate or knowingly permit to be violated any condition of the insurance policies required above. Contractor agrees to give its insurers timely written notice of all occurrences, accidents or claims arising out of the services or work under this Agreement, with a copy to the Authority.
- I. Contractor's Payment of Premiums, Deductibles and SIRs. Contractor, not the Authority, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Contractor's insurance, including the insurance required above. The maximum deductible or self-insured retention amount for any insurance provided under this Agreement is \$500,000. If the policy provides for deductibles, the policy documents shall provide that the insurer will be responsible for collection of the deductible from the insured in connection with any claim.
- J. Non-waiver — No Limitation of Authority's Rights. Contractor unilaterally undertakes the obligation to comply with the foregoing provisions of this Section 3.03. The Authority may, in its sole discretion, comment on Contractor's insurance or furnished certificates of insurance but the Authority has no obligation to do so. Accordingly, the Authority's knowledge or belief concerning deficiencies, or possible deficiencies, in Contractor's insurance, including non-compliance with this Section shown by any insurance certificate or other information furnished to the Authority, shall not affect the Authority's rights and shall not result in a waiver or otherwise limit or impair the remedies available to the Authority for Contractor's failure to comply with the requirements of this Section. Nothing contained in this Section shall restrict, limit, impair or waive the Authority's rights or Contractor's responsibilities to the Authority under the other terms of this Agreement or otherwise under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude the Authority from recovery against Contractor for any liability arising under this Agreement or otherwise.

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING, SPECIFICALLY, ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.**

**THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE OR INDEMNIFICATION REMEDIES AVAILABLE TO THE AUTHORITY. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

**CONTRACTOR DOES WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE AUTHORITY FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE SERVICES, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED ENTIRELY OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE AUTHORITY.**

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor will not be entitled to any payment or further payment other than for work performed or material, equipment or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement will control. Any terms and conditions described in any attachments, exhibits or Job Orders that are unrelated to the description of the Services to be performed, duration of performance, the location, and the fees, will have no effect and will not be considered part of this Agreement.

Section 3.06. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any district having jurisdiction over Contractor's Services.

Section 3.07. Contracting Information. To the extent this Agreement represents a contract for goods or services within the meaning of Section 552.371 of the Texas Government Code, as amended, Contractor represents and warrants that it will (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Authority through the term of this Agreement, (ii) promptly provide to the Authority any contracting information related to this Agreement that is in the Contractor's custody or possession on request of the Authority, and (iii) upon completion of the term of this Agreement, either (a) provide at no cost to the Authority all contracting information related to this Agreement that is in the Contractor's custody or possession or (b) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the Authority. The term "contracting information" as used in this paragraph has the meaning assigned to such term in Section 552.003 of the Texas Government Code, as amended.

Section 3.08. Safety and Health Standards. Contractor will observe and comply with all applicable federal, state and local health and safety laws and regulations.

Section 3.09. Inspection. The Authority and its duly authorized representatives will have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate records and documentation satisfactory to the Authority to support the changes and expenses related to all Services performed hereunder and to maintain such records and documentation

for at least four years. The Contractor will provide such back-up documentation to the Authority upon request.

Section 3.10. Warranty. In addition to other common law and statutory warranties, whether implied or express, Contractor's warranty applies to materials, parts, labor and workmanship for one year from the date of completion of the Services. Contractor will transfer all manufacturers' warranties to the Authority.

Section 3.11. Assignability. Contractor will not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Authority, which will be granted or denied in the Authority's sole discretion.

Section 3.12. Modifications. This Agreement will be subject to amendment, change or modification only with the prior mutual written consent of the Authority and Contractor.

Section 3.13. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure, including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military district (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party will give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and will, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.14. Agreement Subject to Applicable Law. This Agreement and the obligations of the parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.15. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and will be enforceable in the county in which the Authority is located.

Any suit arising out of this agreement must be brought in Fort Bend County.

Prior to execution of this Agreement by the Authority, the Contractor will be required to submit a Texas Ethics Commission Form 1295. Please see the below website for details related to this disclosure: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Contractor certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled

by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

Section 3.16. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 3.17. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Authority and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.18. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.19. Notice. Any notice, demand, request, or other instrument authorized or required to be given under this Agreement will be deemed to have been given only upon receipt. Any required notices may be given by first class mail, postage prepaid, or by overnight delivery service, to the address set forth below:

FORT BEND GRAND PARKWAY  
TOLL ROAD AUTHORITY  
c/o The Muller Law Group, PLLC  
202 Century Square Boulevard  
Sugar Land, Texas 77478  
Attn: Shima Jalalipour

MURRAY & JAMES  
CONSULTING INC.  
252 Phillips Peak  
Highlands Ranch, CO 80129  
Attn: Steven Smith

Section 3.20. List of Local Government Officers. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of the Authority may be obtained by contacting the Authority's records administrator at (281) 500-6050.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

FORT BEND GRAND PARKWAY TOLL ROAD  
AUTHORITY

By: Bobbie Tallas  
Print Name: Vice Chairman  
Title: Bobbie Tallas

MURRAY & JAMES CONSULTING INC.

By: [Signature]  
Print Name: Steven Smith  
Title: VP/COO

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.: \_\_\_\_\_



**EXHIBIT A**  
**Scope of Services**

**Subject Matter Expertise and Software**

Contractor shall provide subject matter expertise of toll road back-office systems and interfaces with the IOP Hub and make recommendations to be used by the Authority in its business. The individuals to provide these services shall be Greg Zeis, Robert Rochefort, and Steve Smith. Other Murray and James team members may also be utilized as mutually agreed to by both parties.

**Phase 1:**

Develop a diagram of the back-office system expected functionality. Once complete, apply historical data to the diagram to determine if the system is functioning as expected and identify possible areas of concern.

Deliverable of the populated and validated diagram is expected to be complete within 6 weeks of Notice to Proceed.

**EXHIBIT B**  
**Compensation**

The Maximum Compensation under this Agreement is \$27,000.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

**Subject Matter Expertise**

Time and Materials rate of \$225 per hour

**Project Management and Software Engineering**

Time and Materials rate of \$225 per hour