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COUNTY ATTORNEY

Fort Bend County, Texas

ROY L. CORDES, JR.
County Attorney

(281) 341-4555
Fax (281) 341-4557

May 4, 2012

Mr. Larry Dunbar
Dunbar Harder, PLLC
One Riverway, Suite 1800
Houston, Texas 77056

Re: Agreement for Special Counsel to Fort Bend County Drainage District and Fort Bend County, Texas in an impending lawsuit against LJA and others for a claim arising out of the failure of the Big Creek Drop Structure.

Dear Mr. Dunbar:

This letter, when accepted by you and approved by the Board of Directors of Fort Bend County Drainage District and the Commissioners Court of Fort Bend County, Texas ("Commissioners Court"), pursuant to the Constitution and the laws of the State of Texas, evidences an agreement for legal services between Fort Bend County Drainage District and Fort Bend County, Texas (collectively "Fort Bend County") and the law firm of Dunbar Harder, PLLC ("Special Counsel"), One Riverway, Suite 1800, Houston, Texas 77056. The letter agreement becomes effective only upon acceptance by Fort Bend County as herein provided. The term of this Agreement shall begin on the date the Agreement is approved by Commissioners Court and continue thereafter until terminated by either party as set forth in this Agreement, or until completion of the services required hereunder, or until all funds certified for this Agreement are expended, whichever occurs first. The parties acknowledge that you have been representing Fort Bend County and performing pre-litigation services in this matter prior to the effective date of this letter.

Client

Special Counsel agrees to represent Fort Bend County. This engagement does not create an attorney-client relationship with any related persons or entities, such as employees or officers. Fort Bend County agrees that you may also represent Fort Bend Flood Control Water Supply Corporation with regard to its claim arising out of the failure of the Big Creek Drop Structure.

Scope of Engagement

As Special Counsel, you will represent Fort Bend County, Texas with filing and prosecuting a civil action seeking damages in a case to be filed by Fort Bend County against

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LJA and other parties involved in the design and construction of the Big Creek Drop Structure. This engagement will include only the matter described in this paragraph and any additional matters that are made part of the engagement by written supplement to this letter accepted by this office and approved by the governing bodies of Fort Bend County Drainage District and Fort Bend County, Texas.

If any potential conflict arises with respect to this specific representation, Special Counsel or its principals will make full disclosure of the possible effects of such representation on the professional judgment of each individual associated with Special Counsel working on the legal matter of this engagement. In the event a potential conflict occurs during the course of this engagement, Special Counsel will make full, written disclosure of such to the County Attorney and Special Counsel specifically agrees and acknowledges that, following such written disclosure of the potential conflict and the impact of that conflict on the independent, professional judgment of the specific person working on the matter, that potential conflict shall be deemed waived unless the County Attorney notifies Special Counsel of his objection to their continued representation of Fort Bend County in this matter within thirty (30) days after receipt of such disclosure.

Fees

For and in consideration of the services rendered by Special Counsel in connection with this matter, Special Counsel will be compensated in accordance with the following schedule of compensation and expense reimbursement.

Partners/Of Counsel	\$300.00 per hour
Legal assistant	90.00 per hour

It is expressly understood that these hourly rates are intended to compensate Special Counsel for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, and travel within Harris County and Fort Bend County and that the undersigned must neither seek reimbursement for, nor is Fort Bend County obligated to pay for, mileage within Harris County and Fort Bend County, local facsimile transmissions, Westlaw, Lexis, use of law library, or other costs and expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in the following two sentences. Fort Bend County agrees to reimburse Special Counsel for its actual, reasonable, and necessary expenses for the following: long distance telephone calls, including telex or facsimile transmissions, messenger services, postage and parking fees. Fort Bend County also agrees to reimburse Special Counsel for necessary photocopies at the rate of five cents per page for "8-1/2 x 11" or "8-1/2 x 14" photographic reproductions, but photocopies made on a volume-basis are to be reimbursed at cost.

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On or about the last day of each calendar month during which services are performed by Special Counsel, Special Counsel will submit an itemized statement to the County Attorney, in a form acceptable to the Fort Bend County Attorney, setting forth in detail the services provided hereunder and the compensation and expense reimbursement claimed hereunder. Such statements must show the name and classification of each person performing services pursuant to this Agreement, the date or dates that he/she performed services, the amount of time that he/she performed said services, and must further include such other details of the work, hours, and identities of the persons providing services hereunder and the expenses claimed as may be requested by the Fort Bend County Attorney for verification purposes. The County Attorney agrees to review each statement and approve it with such modifications, if any, as he may deem appropriate. Fort Bend County agrees to pay each statement within thirty (30) days after approval by Commissioners Court.

Prior to the execution of this Agreement, Special Counsel has been advised by the County Attorney and Special Counsel clearly understands and agrees that Fort Bend County has available the total maximum sum of \$80,000.00 beginning on the date of this engagement letter, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County pursuant to the terms of this Agreement. In no event will Fort Bend County's liability exceed said amount. It is further understood and agreed that when and if the services and charges provided for herein become equal to or exceed the amount certified available, Special Counsel may terminate all of its services hereunder unless Fort Bend County certifies additional funds. In that event, Special Counsel agrees to continue to provide the services herein specified to the extent that funds are available.

Withdrawal or Termination

Our relationship is based upon mutual consent and Fort Bend County may terminate this representation at any time, with or without cause, by giving you at least ten (10) days advance written notice of Fort Bend County's intent to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Special Counsel must discontinue all services in connection with the performance of this Agreement and must cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, Special Counsel agrees to submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty (30) days of the receipt of said statement, the County Attorney agrees to review this statement and approve it with any modifications that he may deem necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated.

You are subject to the rules of professional conduct for the jurisdictions in which you practice, which list several types of conduct or circumstances that require or allow you to

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withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. You try to identify in advance and discuss with Fort Bend County any situation that may lead to your withdrawal, and if withdrawal ever becomes necessary, you will provide Fort Bend County written notice of your withdrawal. If you elect to withdraw for any reason, we will take all steps necessary to free you of any obligation to perform further, including the execution of any documents necessary to complete your withdrawal, and you will be entitled to be paid for all services rendered and other charges accrued on our behalf to the date of withdrawal.

Notices

All notices and communications under this Agreement to Special Counsel must be mailed by certified mail, return receipt requested, or delivered to Dunbar Harder, PLLC at the following address:

Dunbar Harder, PLLC
One Riverway
Suite 1800
Houston, Texas 77056
Attn: Larry Dunbar

All notices and communications under this Agreement to Fort Bend County must be mailed by certified mail, return receipt requested, or delivered to Fort Bend County at the following address:

Fort Bend County Commissioners Court
c/o Fort Bend County Judge
301 Jackson St., Suite 719
Richmond, Texas 77469

With a copy to: Fort Bend County Attorney Roy Cordes
301 Jackson St., Suite 728
Richmond, Texas 77469

Any notice mailed as hereinabove provided is deemed given upon deposit in the United States mail.

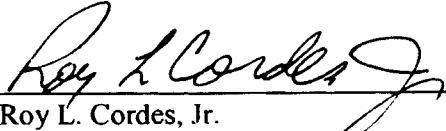
Other

If the foregoing correctly reflects your understanding of the terms and conditions of your representation, please so indicate by executing the enclosed copy of this letter in the

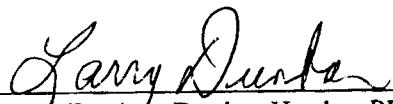
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space provided below and return it to the undersigned. Nothing herein is to be construed as creating any personal liability on the part of any officer or agent of Fort Bend County.

Very truly yours,

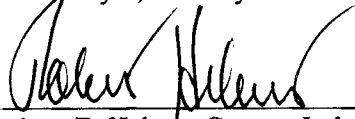

Roy L. Cordes, Jr.
Fort Bend County Attorney

Dunbar Harder, PLLC accepts its appointment as Special Counsel for such time and on such terms as are set forth above on this 4th day of May, 2012.

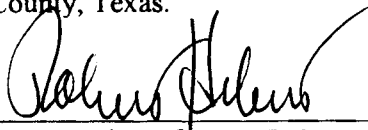

Larry Dunbar, Dunbar Harder, PLLC

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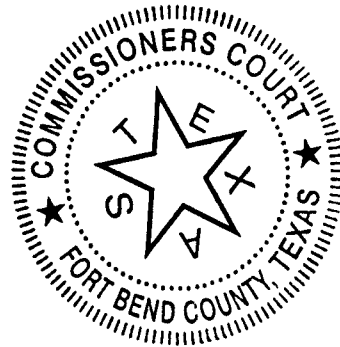
Approved on May 8, 2012 by the Commissioners Court of Fort Bend County, Texas.

By: 
Robert E. Hebert, County Judge

Approved on May 8, 2012 by the Board of Directors of Fort Bend County Drainage District,
Fort Bend County, Texas.

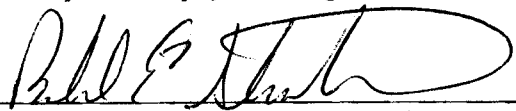
By: 
Robert E. Hebert, County Judge

Attest: 
Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$ 80,000.00 to accomplish and pay the obligation of Fort Bend County, Texas in the foregoing matter.


Robert Ed Sturdivant, County Auditor