

ADDENDUM TO PROPERTY SERVICE CONSULTING AGREEMENT

The County of Fort Bend, Texas ("COUNTY") and CivilTech Engineering, Inc. (CONTRACTOR) entered into a Professional Property Services Consulting Agreement (hereinafter "AGREEMENT" and incorporated as if fully set forth, Exhibit "A") effective January 7, 2015.

COUNTY desires to utilize CONTRACTOR to continue providing property service consulting ("SERVICES") AS OUTLINED IN THE ORIGINAL AGREEMENT.

COUNTY and CONTRACTOR do hereby mutually agree as follows:

- 1) The maximum amount payable under the AGREEMENT will be increased from \$30,000 to \$60,000.
- 2) SERVICES performed under this addendum will be related to acquisition and appraisal cost with regard to the "Mathis Eight (8) Acre Property."

This ADDENDUM shall become part of the original AGREEMENT and said AGREEMENT remains in full force and effect. The revisions listed above replace only items in conflict.

In Witness Whereof, the Parties hereto have executed this ADDENDUM effective as of the day and year last executed below

FORT BEND COUNTY

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

CONTRACTOR

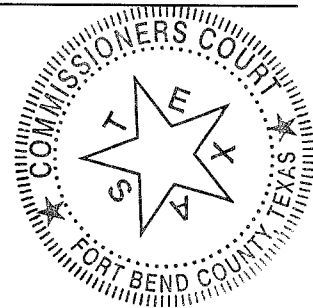
By: *Melvin G. Spinks*
Melvin G. Spinks, PE, President

Date: 10-13-2015

Date: 10/08/2015

ATTEST:

Laura Richard
Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$30,000 to pay the additional obligation of Fort Bend County under and within the foregoing Addendum.

Robert Ed Sturdivant
Robert Ed Sturdivant, Auditor

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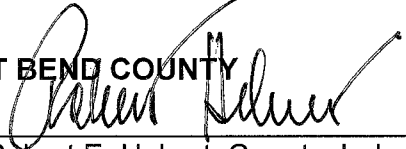
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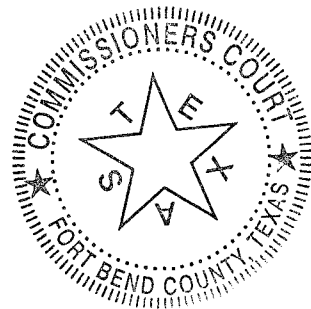
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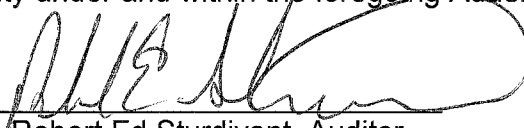
ATTEST:


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Robert Ed Sturdivant, Auditor

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL PROPERTY SERVICES CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting herein by and through its Purchasing Agent, according to TEXAS LOCAL GOVERNMENT CODE §262.011(d), hereinafter referred to as "County," and CIVILTECH ENGINEERING, INC., CYPRESS, TEXAS hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires to retain Consultant to provide property consulting services (hereinafter "Services"); and

WHEREAS, Consultant represents that it is qualified and desires to perform such Services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

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

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

- 1.01 County may request Consultant perform certain property consulting services including property appraisals, hereinafter referred to as "Services." Each request to Consultant from County shall be made in the form of a work order that specifically references this Agreement and describes in detail the "Mathis Eight (8) Acre Property" and the requested time for performance, hereinafter referred to as the "Project."
- 1.02 Consultant shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by Consultants in similar projects. Consultant shall use its best efforts to ensure that all Services provided hereunder shall be suitable for their intended use.
- 1.03 Consultant shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed Services provided under this Agreement. However, Consultant shall promptly inform

County whenever defects and deficiencies in the completed Service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

- 1.04 At the request of County, Consultant shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 If requested by County, or on its behalf, Consultant shall prepare such exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.
- 1.06 Consultant warrants that the Services shall be performed with that degree of skill and judgment normally exercised by professional property appraisal and consulting service firms performing services of a similar nature. At all times hereto, Consultant will perform will perform its analysis in conformity with The Uniform Standards of Professional Appraisal Practice and all other standards applicable to Professional Appraisers. Consultant's liability for its work product shall be limited to re-performing and correcting, at its own expense, Services which are (i) deficient because of Consultant's failure to perform said Services in accordance with the above standard of skill and judgment, and (ii) reported in writing to Consultant within a reasonable time, not to exceed thirty (30) days, from discovery thereof, but in no event later than (1) year from completion of the relevant Services. Consultant shall be afforded a reasonable time to re-perform and correct said work product after written report.

SECTION II CONSULTANT'S COMPENSATION AND WORK ORDERS

- 2.01 For and in consideration of the Services rendered by Consultant, and subject to the limit of appropriation under Section XVI, County shall pay to Consultant an amount not to exceed \$30,000.00, including all reimbursable expenses. Consultant's hourly rate schedule is attached as *Exhibit A*.
- 2.02 Consultant shall not provide any services under this Agreement until authorized by County in writing.
- 2.03 Consultant shall submit invoices to County as detailed in Section 2.04 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Consultant to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.
- 2.04 Consultant shall submit to County two (2) copies of invoices detailing the amounts due for Services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete and describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

- 2.05 Consultant's fees shall be calculated at rates not to exceed the amounts included on *Exhibit A*, incorporated by reference herein as if set-forth verbatim.

SECTION III TERM OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before January 1, 2017.
- 3.02 Services described under written work order shall be completed in accordance with the schedules provided in said work order or within such additional time as may be extended in writing by the County.
- 3.03 Any services provided by Consultant or any costs incurred by Consultant before issuance of a work order or after the expiration of a work order shall be ineligible for payment or reimbursement.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Consultant.
- 4.02 Upon receipt of such termination notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, Consultant shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Consultant that proportion of the services actually performed under this, less such payments as a result of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, documents, electronic data files and specifications and reports and/or documents of any kind prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V INSPECTIONS OF CONSULTANT'S BOOKS AND RECORDS

Consultant shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of Consultant for the purpose of verifying the amount of work performed on the Project by Consultant. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI
OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Consultant or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by Consultant until termination of this Agreement.
- 6.03 Consultant shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Consultant has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of Consultant will be at the County's sole risk and without liability or legal exposure to Consultant.
- 6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Consultant agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Consultant's worldwide right, title and interest in and to such work product and all rights of copyright therein.
- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Consultant personnel and Consultant shall submit written notification of all key Consultant personnel changes for the County's approval prior to the implementation of such changes.
- 7.03 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Consultant who, in the opinion of the County, is incompetent or by his/her conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.
- 7.04 Except as otherwise specified herein, Consultant shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
CONSULTANT'S INSURANCE REQUIREMENTS

- 8.01 Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 8.02 Consultant shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Consultant, name of insurance company, policy number, and term of coverage and limits of coverage. Consultant shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Consultant shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
 - B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Consultants' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$1,000,000 general aggregate limit
 - \$325,000 each occurrence, combined single limit
 - \$325,000 aggregate Products, combined single limit
 - \$325,000 aggregate Personal Injury/Advertising Liability
 - \$50,000 Fire Legal Liability
 - \$5,000 Premises Medical
 - C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - D. Excess/Umbrella Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 8.03 County and the County Commissioners shall be named as additional insureds on all coverage required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Consultant shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION IX
INDEMNIFICATION

- 9.01 CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF CONSULTANT PURSUANT TO THIS AGREEMENT.
- 9.02 Consultant shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 9.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Consultant in the defense of each matter.
- 9.03 County shall timely forward to Consultant copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Consultant in its defense of each such matter.
- 9.04 CONSULTANT'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 9.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Consultant, Consultant shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter. In such event, County shall promptly reimburse Consultant for its costs of defense.
- 9.06 In the event that any such matter being so defended by Consultant also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 9.07 Consultant shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 9.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 9.09 Consultant's indemnification shall cover, and Consultant shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Consultant to perform the work described in this Agreement.

- 9.10 The provision by Consultant of insurance shall not limit the liability of Consultant under this Agreement.
- 9.11 County shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant providing such insurance.

SECTION X
DISPUTE RESOLUTION

- 10.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.
- 10.02 In the event County or Consultant mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.
- 10.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 10.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION XI
NOTICE

- 11.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Consultant at the addresses set forth below.
- 11.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 11.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Consultant:

CivilTech Engineering, Inc.
Melvin G. Spinks, PE
President
11821 Telge Road
Cypress, Texas 77429

B. If to County notice must be sent to the County Attorney:

Roy L. Cordes
County Attorney
401 Jackson Street, 3rd Floor
Richmond, Texas 77469

Copies of any such notice shall be sent to:

Fort Bend County Attorney's Office
Attn: William H. "Bill" Vidor, Assistant County Attorney
401 Jackson Street, 3rd Floor
Richmond, Texas 77469

- 11.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XII REPORTS OF ACCIDENTS

- 12.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Consultant), Consultant shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 12.02 Consultant shall also immediately send County a copy of any summons, subpoena, notice, and other documents served upon Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Consultant's performance of work under this Agreement.

SECTION XIII LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XIV LIMIT OF APPROPRIATION

- 14.01 Prior to the execution of this Agreement, Consultant has been advised by County, and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$30,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County under this Agreement for multiple projects.
- 14.02 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$30,000.00 for described scope of services in all executed work orders.

SECTION XV
SUCCESSORS AND ASSIGNS

- 15.01 County and Consultant 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 such other party, in respect to all covenants of this Agreement.
- 15.02 Neither County nor Consultant shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVI
PUBLIC CONTACT

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

SECTION XVII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII
MISCELLANEOUS

- 18.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 18.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 18.03 Consultant agrees and understands that by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Consultant and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 18.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 18.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

18.06 Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XIX
EXECUTION

This Agreement shall become effective upon execution by County.

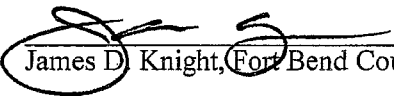
FORT BEND COUNTY:



Gilbert D. Jalomo, Jr., CPPB County Purchasing Agent

1.7.15
Date

Approved: COUNTY FACILITIES MANAGER



James D. Knight, Fort Bend County Facilities Manager

1.5.15
Date

CONSULTANT: CIVILTECH ENGINEERING, INC. - CYPRESS

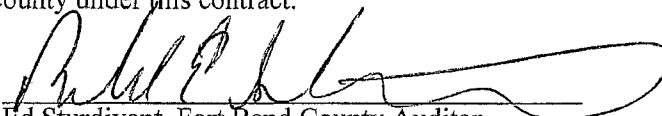


Melvin G. Spinks, PE, President

1/5/2015
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$30,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Standard Rate Schedule

CivilTech

Engineering, Inc.
11821 Telge Road
Cypress, Texas 77429
281.304.0200 Tel
281.204.0210 Fax
www.civiltecheng.com

EXHIBIT "A"
STANDARD RATE SCHEDULE

<u>Personnel Classification</u>	<u>Rate/Hr</u>
Principal Engineer	\$300.00
Senior Project Engineer	\$230.00
Project Engineer	\$185.00
Assistant Engineer	\$150.00
Senior GIS Analyst.....	\$150.00
GIS Analyst.....	\$120.00
Senior Engineering Designer	\$150.00
Engineering Designer.....	\$120.00
CADD Operator	\$90.00
Administrative	\$95.00
Clerical	\$85.00

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- 1) Rates include compensation, benefits, overhead and fee.
 - 2) Travel, reproductions, telephone, supplies and other direct project expenses at cost plus 10 percent.
 - 3) Subconsultant expenses at cost plus 10 percent.

36. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:

§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

- A. Medical Subrogation Claim of Victor Gonzalez, a dependent of Noel Gonzalez - Right of Reimbursement for Benefits Paid, County Attorney File #14-SUB-015.**
- B. Harold Mathis vs. Fort Bend County, Texas; Case No. 14-DCV--213284 in the 400th Judicial District Court of Fort Bend County, Texas.**

Closed Session :

Convened at 1:56 p.m.
Adjourned at 2:07 p.m.

Reconvene:

Reconvened at 2:09 p.m.

37. Reconvene Open Session and consider taking action on the following matters:

§ 551.071. Consultation With Attorney.

- A. Medical Subrogation Claim of Victor Gonzalez, a dependent of Noel Gonzalez - Right of Reimbursement for Benefits Paid, County Attorney File #14-SUB-015.**

No action.

- B. Harold Mathis vs. Fort Bend County, Texas; Case No. 14-DCV--213284 in the 400th Judicial District Court of Fort Bend County, Texas.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers
Duly put and unanimously carried (4-0), it is ordered to authorize the County Attorney to incur additional litigation expenses in an amount not to exceed \$50,000.00 in the above referenced case.

Judge Hebert	absent
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

38. Adjournment.

Commissioners Court adjourned at 2:11 p.m. on Tuesday, December 16, 2014.

THE STATE OF TEXAS
COUNTY OF FORT BEND

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§

12-16-14
37B

ORDER AUTHORIZING EXPENSES OF LITIGATION

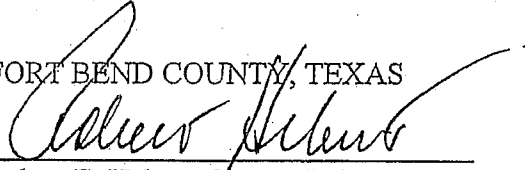
On this the 16 day of December, 2014, at a regular meeting of the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Morrison, seconded by Commissioner Meyers, duly put and carried;

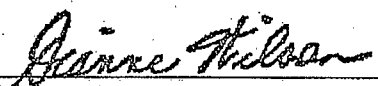
WHEREAS, the County Attorney is of the opinion that in order to properly prepare a defense in this subject lawsuit, it will be necessary to incur additional litigation expenses for any and all costs of pre-trial, trial and appeal, including (but not limited to) discovery costs; court reporter fees; mediation; out-of-county travel, lodging and meals; parking fees; expert witness consultation, reports, and testimony fees; subpoenas; investigation expenses; printing costs for briefs; appeal and removal bonds; plus incidental costs for:

Cause No. 14-DCV-213284; Harold R. Mathis vs Fort Bend County, In the District Court of Fort Bend County, Texas, 400th Judicial District

IT IS ORDERED THAT ROY L. CORDES, JR., County Attorney of Fort Bend County, Texas, be, and he is hereby, authorized to incur additional litigation expenses as set out above in an amount not to exceed Fifty Thousand and 00/100 DOLLARS (\$50,000.00).

IT IS FURTHER ORDERED THAT FUND ACCOUNT 100410101-63000 BE DESIGNATED AS THE FUNDING SOURCE.

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk



RECEIVED
DEC 19 2014
COUNTY ATTORNEY

40. Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:

§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

- A. Harold Mathis vs. Fort Bend County, Texas; Case No. 14-DCV-213284 in the 400th Judicial District Court of Fort Bend County, Texas.**
- B. Potential Litigation regarding Volkswagen Group of America, Inc.; Audi of America, LLC.**

Closed Session:

Convened at 2:02 p.m.
Adjourned at 2:33 p.m.

Reconvene:

Reconvened at 2:39 p.m.

41. Reconvene Open Session and consider taking action on the following matters:

§ 551.071. Consultation With Attorney.

- A. Harold Mathis vs. Fort Bend County, Texas; Case No. 14-DCV-213284 in the 400th Judicial District Court of Fort Bend County, Texas.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is moved to authorize the County Attorney to incur additional litigation expenses not to exceed Fifty Thousand and 00/100 (\$50,000.00).

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes