

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (Agreement) is entered into and effective on June 20, 2018, by and between the Fort Bend Grand Parkway Toll Road Authority and Fort Bend County Toll Road Authority (together, the "Authorities") and James A. Thompson, d.b.a Lucrum Investments, LLP ("Consultant").

The Authorities desire to retain Consultant in connection with certain consulting work as is described herein; and

The Consultant possesses specialized skills necessary to perform these actives:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration between the Authorities, the receipt and sufficiency of which are hereby acknowledged, the Authorities hereto agree as follows:

1. Term

The term of this Agreement shall be effective until terminated by either Party under the provisions of Paragraph 5.

2. Services

Consultant hereby agrees to provide and perform such consulting services described in **Exhibit A** (Services), attached hereto and made a part hereof. Consultant shall also perform other services at such times as the Authorities may from time to time request in writing on an as needed basis. In addition to the services performed by Consultant the offices and equipment of the Consultant, including secretarial services are included in consultant's compensation pursuant to Paragraph 4.

3. Standard of Care

Consultant shall perform Services in accordance with the standards of professional practice ordinarily exercised at the time and within the locality where Services are performed and will, in the event Services do not meet such standards, at each Authority's option, (a) reperform such Services without additional compensation or, (b) extend the Term of this Agreement for a period necessary to compensate for the deficiency in Services.

4. Compensation

- a. In consideration for the Services to be performed by Consultant, Authorities will compensate Consultant for the Services at the combined rate of \$6,000 per month.
- b. Authorities shall also reimburse Consultant for non-routine travel expenses incurred in performing Services. Travel expenses to be reimbursed will be incurred only with the prior written approval of Authorities and reimbursement will be made directly to Consultant. Authorities will reimburse Consultant for such other expense as necessary to the Services hereunder; provided, however, that as a condition precedent to such reimbursement,

Consultant will obtain the prior written approval of each Authority for such expenses on the basis of a reasonable estimate of the type and extent of expenses reacquired.

5. Termination of Agreement

This Agreement may be terminated only as follows:

- a. Upon death of Consultant;
- b. If Consultant for any reason becomes unable to carry out all or substantially all of his duties and remains so incapacitated for a period of one (1) month or more; or
- c. Upon 30 days' notice by either party without cause.

6. Published Information

Before publication of any material or release of any information to the news media concerning Authorities or Consultant's work for Authorities, Consultant shall first discuss the matter with Authorities and obtain permission to so publish or release the information.

7. Proprietary Information

Consultant recognizes that he may obtain through performance of the Services proprietary information of Authorities. Consultant recognizes and agrees that all Authorities' records, accounts, files, engineering data, contracts, drawings, intellectual property and other documents shall be and remain the exclusive property of Authorities. Authorities agree that they shall have no ownership of or right of access to any documents or other information prepared by Consultant until such time as such documents or information have been submitted to and accepted by the Authorities.

Consultant agrees that he will treat all such information as confidential and will not divulge or disclose it to any other persons, firm, or corporation, except upon each Authority's written instruction. Upon termination of this Agreement or earlier notice from Authorities, Consultant shall immediately delivery all Authorities' proprietary information in their possession to Authorities and retain no copies. The provisions of this paragraph shall survive termination of this Agreement.

8. Independent Contractor Relationship and Indemnity

It is understood that this Agreement does not create an employer/ employee relationship between the Authorities, and Consultant agrees that he shall not represent himself to third Authorities as having Authorities to sign binding agreements with, or incur obligations to, such third parties on behalf of the Authorities.

Consultant assumes full responsibility for and agrees to pay all contributions and taxes payable under Federal and applicable State Social Security Acts and Income Tax laws, and further agrees to indemnify Authorities from any tax, interest or penalty which Authorities may be required by law to pay on account of failure to comply with Federal or State law or the rules and regulations of administrative officials or boards charged with enforcement of Federal and State Acts referred to above. Consultant also acknowledges and agrees that he is not eligible to participate in or be

covered by any of the Authorities' insurance or benefit programs, including, but not limited to, worker's compensation, unemployment compensation, medical/ dental/life/ disability insurance coverages and programs or any other benefits or programs normally associated with employee status.

TO THE EXTENT ALLOWED BY LAW AND TO THE EXTENT UNALLOCATED AND UNCOMMITTED FUNDS ARE AVAILABLE IN THE AUTHORITIES' FUNDS, THE AUTHORITIES SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CONSULTANT, JAMES A. THOMPSON, D.B.A LUCRUM INVESTMENTS, LLP, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ANY THIRD PARTY TO THE EXTENT SUCH LOSSES OR CLAIMS ARE NOT COVERED BY CONSULTANT'S OWN INSURANCE, BASED UPON OR RESULTING FROM THE NEGLIGENT ACT OR, OMISSION, OR MISCONDUCT IN THE COURSE OF WORK UNDER THIS AGREEMENT OF CONSULTANT, AND/OR AUTHORITIES' EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES. HOWEVER, THIS INDEMNITY WILL NOT COVER ANY LOSS OR CLAIM ARISING FROM CONSULTANT'S OWN ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS THE AUTHORITIES' WAIVER OF ITS RIGHTS TO GOVERNMENTAL IMMUNITY AS TO THIRD PARTIES.

The Authorities shall procure insurance that covers this indemnity and Consultant will be added as additional insured and with a waiver of subrogation in favor of the Consultant.

9. Governing Law

This Agreement shall be interpreted pursuant to the laws of the State of Texas.

10. Entire Agreement and Binding Effect

This Agreement contains the entire agreement between the Authorities relating to provision of Services and disclosure of information and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, related to the Services to be provided herein by Consultant. There are no agreements, warranties (express or implied), liabilities (negligence or otherwise), or understanding other than those written or specified in this Agreement. This Agreement may be amended only in writing when signed by both Authorities. This Agreement shall be binding on the Authorities hereto and upon their successors, assigns executors, and administrators

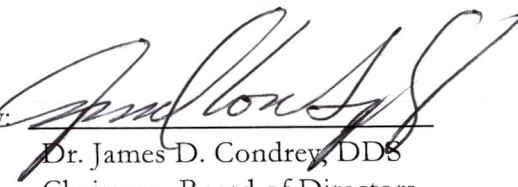
11. Severability

In the event that any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that said Agreement and that the remaining covenants, terms and conditions or portions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision so as to make it valid, reasonable, and enforceable.

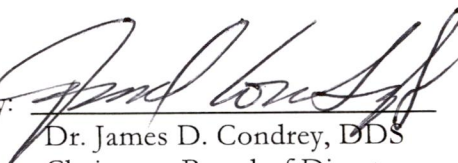
[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Consultant and Authorities have caused this Agreement to be executed by their duly authorized officers as of the date and year first above written.

FORT BEND GRAND PARKWAY TOLL
ROAD AUTHORITY

By: 
Dr. James D. Condrey, DDS
Chairman, Board of Directors

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: 
Dr. James D. Condrey, DDS
Chairman, Board of Directors

LUCRUM INVESTMENTS, LLP

By: 
James A. Thompson

Attachment: Exhibit A – Services

EXHIBIT A

SERVICES

In concert with and under the direction of the Authorities, Consultant shall provide the following Services:

Phase I – Functions

1. Under direction from the Authority's Board and Commissioners Court, Consultant will act as primary consultant on major strategic objectives including interface with the Texas Department of Transportation, Harris County Toll Road Authority, elected local and State officials regarding Authority issues.
2. In concert with other Authority consultants, Consultant will provide strategic planning on existing projects and future projects together with Authority initiatives as defined by the Board or Commissioners Court.
3. Work with the Fort Bend County ("FBC") Engineer to coordinate projects that may include FBC roads and bridges.
4. Represent the Authority with Commissioners Court.
5. Attend Authority meetings and present reports and information relative to Consultant activities as requested by the Board.
6. In general, Consultant will provide those services as requested by the Board in development, operating, and maintenance, of the Authorities.

Phase II – Design and Construction Planning

1. Assist Authority in design phase of project including Consultant selection and coordination of design phase of project.
2. Consult with Authority in preparation of documents and schedules leading to construction activities.
3. Generally act at direction of Authority Board in execution of plan and for development of Toll Road Projects.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lucrum Investments LLC
Sugar land, TX United States

Certificate Number:
2018-382274

Date Filed:
07/19/2018

Date Acknowledged:

7/19/18

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort bend county toll road authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1234

Consulting

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is JAMES A. THOMPSON, and my date of birth is _____

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in FORT BEND County, State of Texas, on the 19 day of JULY, 2018
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)