

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

**AGREEMENT PROFESSIONAL CONSULTANT SERVICES FOR  
 FEASIBILITY ANALYSIS AND TAX INCREMENT REINVESTMENT ZONE CREATION**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Hawes Hill & Associates Llp (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide feasibility analysis and related services, as will be more specifically described herein; and

WHEREAS, the Texas County Purchasing Act exempts from competitive bidding contracts that are for a personal or professional services under Texas Local Govt. Code, §262.024 (4) and also exempts contracts for community and economic development made by a county under Texas Local Govt. Code, §262.024 (a) (10) as allowed by Texas Local Govt. Code, §381.004;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for a personal and/or professional service and also one for community and economic development and therefore grants exemption from competitive bidding on both grounds, insofar as any competitive bidding statute might apply; and

WHEREAS, the County finds this agreement serves a public purpose; and,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth, the County and Consultant agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Consultant shall render Services in accordance with the attached and incorporated Exhibit A to this Agreement and with regard to:

- a. Phase One Only: County Assistance District No 1 & County Assistance District No 11
- b. Phases One- Three: Fort Bend County Precinct Two Feasibility Analysis

## **Section 2. Personnel**

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

- A. Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Ninety Thousand dollars and 00/100 (\$90,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order
- B. Consultant understands and agrees that the Maximum Compensation stated is an all inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Consultant to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is available on request.
- E. County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

**Section 4. Limit of Appropriation**

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Ninety Thousand dollars and 00/100 (\$90,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. 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 and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed Ninety Thousand dollars and 00/100 (\$90,000.00).

**Section 5. Time of Performance or Term**

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than December 31, 2023. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined by County that for any reason whatsoever that Consultant was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions

of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

- C. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

### **Section 7. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

### **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

### **Section 10. Insurance**

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to

County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Consultant.

**Section 11. Indemnity**

**CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.**

**Section 12. Confidential and Proprietary Information**

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall

advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of

County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Judge  
401 Jackson,  
Richmond, Texas 77469

With a copy to: Fort Bend County Purchasing Agent  
301 Jackson, Ste. 201  
Richmond, Texas 77469

Consultant: HAWES HILL & ASSOCIATES LLP  
9600 LONG PINT ROAD STE 200  
HOUSTON TX, 77055

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
  - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

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

**Section 16. Performance Warranty**

- A. Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Consultant warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Consultant are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

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 the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

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

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 25. Certain State Law Requirements for Contracts** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

**Section 27. Entire Agreement**

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

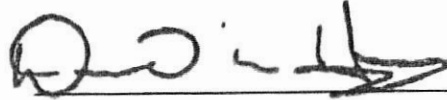
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 23rd day of May, 2023.

**FORT BEND COUNTY**



\_\_\_\_\_  
KP George County Judge

**HAWES HILL & ASSOCIATES LLP**



\_\_\_\_\_  
Authorized Agent- Signature

David W. Hawes

\_\_\_\_\_  
Authorized Agent- Printed Name

Managing Partner

\_\_\_\_\_  
Title

May 2, 2023

\_\_\_\_\_  
Date



ATTEST:



\_\_\_\_\_  
Laura Richard, County Clerk

Reviewed:



\_\_\_\_\_  
Carlos Guzman

Director

Economic Opportunity & Development

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 90,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: Scope of Services

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# EXHIBIT A

## Scope of Service

# SCOPE OF SERVICES

## Phase 1: in CAD 1 and CAD 11

### Scope of Professional Consulting Services for Feasibility Analysis and Tax Increment Reinvestment Zone Creation

The HHA approach, as described below, divides the process into three distinct phases. The first phase involves understanding the community's goals, conducting an existing conditions and feasibility analysis, and preparing the proposed tax increment reinvestment zone (the "Zone" or "TIRZ") boundary. The second phase includes preparation of the plan documents including development of the required Preliminary Project Plan and Reinvestment Zone Financing Plan. The third phase involves Zone Creation including approval by Commissioners Court, preparation of the Final Project Plan and Finance Plan, and nomination of the Board of Directors.

#### A. Phase One: Tax Increment Reinvestment Zone Feasibility & Pre-Creation Activities

- Identify the County's goals for creating the Zone. HHA will work with County Staff and appropriate stakeholders to gain a better understanding of the County's objectives and desired outcomes in utilizing a tool such as a TIRZ.
- Conduct an initial needs analysis to establish issues facing the County and opportunities for reinvestment/new investment through the use of special districts. The initial needs analysis will result from the collection and examination of available data, meetings with local public and private sector stakeholders, and field observation.
  - Information will be numerically and geographically considered and will include a) a complete review of all ad valorem values; b) existing land uses; c) floodplains; d) documentation of blighted conditions; e) the identification of tracts where development is impeded due to faulty lot layout or improper zoning; f) analysis of any other relevant factors impeding development or redevelopment of the area.
- Based on the needs analysis, identify general locations where a TIRZ could potentially positively address community needs and opportunities.
- Review any previous plans and studies related to the proposed opportunity areas and identify proposed or planned developments within these areas.
- In coordination with County Staff, prioritize opportunities and identify potential capital improvement projects that are eligible by statute.
- Prepare three growth scenarios based on varying rates of growth (low, medium, high) to determine potential revenues that could be generated from the proposed Zone boundary.
- Determine whether one or more than one reinvestment zone is appropriate in meeting the County's goals. Determination will be based on feasibility, diversity of uses, County objectives, potential projects, cost sharing opportunities, and other factors.
- Refine the selected location(s) and establish a clearly delineated boundary map of each area along with related map sets for each proposed TIRZ.
- Prepare all GIS mapping and data analysis to "fine tune" and finalize each Zone boundary to attempt to maximize success while working within statutory parameters. The result will include map sets that are fully optimized and in accordance with statutes for both the Preliminary and Final Project and Reinvestment Zone Financing Plan.

#### Deliverables

- Report outlining the results of the feasibility and recommendation on whether one or more than one reinvestment zone is appropriate.

**Phase One Fee:** \$40,000

# SCOPE OF SERVICES

Pct 2

## Scope of Professional Consulting Services for Feasibility Analysis and Tax Increment Reinvestment Zone Creation

The HHA approach, as described below, divides the process into three distinct phases. The first phase involves understanding the community's goals, conducting an existing conditions and feasibility analysis, and preparing the proposed tax increment reinvestment zone (the "Zone" or "TIRZ" boundary). The second phase includes preparation of the plan documents including development of the required Preliminary Project Plan and Reinvestment Zone Financing Plan. The third phase involves Zone Creation including approval by Commissioners Court, preparation of the Final Project Plan and Finance Plan, and nomination of the Board of Directors.

### A. Phase One: Tax Increment Reinvestment Zone Feasibility & Pre-Creation Activities

- Identify the County's goals for creating the Zone. HHA will work with County Staff and appropriate stakeholders to gain a better understanding of the County's objectives and desired outcomes in utilizing a tool such as a TIRZ.
- Conduct an initial needs analysis to establish issues facing the County and opportunities for reinvestment/new investment through the use of special districts. The initial needs analysis will result from the collection and examination of available data, meetings with local public and private sector stakeholders, and field observation.
  - Information will be numerically and geographically considered and will include a) a complete review of all ad valorem values; b) existing land uses; c) floodplains; d) documentation of blighted conditions; e) the identification of tracts where development is impeded due to faulty lot layout or improper zoning; f) analysis of any other relevant factors impeding development or redevelopment of the area.
- Based on the needs analysis, identify general locations where a TIRZ could potentially positively address community needs and opportunities.
- Review any previous plans and studies related to the proposed opportunity areas and identify proposed or planned developments within these areas.
- In coordination with County Staff, prioritize opportunities and identify potential capital improvement projects that are eligible by statute.
- Prepare three growth scenarios based on varying rates of growth (low, medium, high) to determine potential revenues that could be generated from the proposed Zone boundary.
- Refine the selected location(s) and establish a clearly delineated boundary map of each area along with related map sets for each proposed TIRZ.
- Prepare all GIS mapping and data analysis to "fine tune" and finalize each Zone boundary to attempt to maximize success while working within statutory parameters. The result will include map sets that are fully optimized and in accordance with statutes for both the Preliminary and Final Project and Reinvestment Zone Financing Plan.

### B. Phase Two: Prepare Preliminary Project Plan & Finance Plan

- Prepare the Preliminary Project Plan and Reinvestment Zone Financing Plan. The Preliminary Project Plan will, at minimum, include the following: a) maps showing the existing uses and conditions of real property in the Zone and maps showing proposed improvements to and use of that property; b) proposed changes to any zoning ordinances applicable to the area; c) a list of the estimated non-project costs; and, d) a statement of the method of relocating persons to be displaced as a result of the implementation of the project plan. The Preliminary Financing Plan will include: a) a list of the estimated project costs of the Zone, including administrative expenses; b) a statement listing the kind, number, and location of proposed capital improvements, projects or programs to be undertaken in the Zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when

related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the Zone.

- In coordination with County Staff, conduct meetings with key stakeholders, including elected officials and staff from proposed participating jurisdictions, regarding the Zone creation and implementation strategy. The HHA team will provide financial impact information to each jurisdiction and clarify how tax increment financing will impact the jurisdiction's tax base and further each jurisdiction's economic development goals and objectives.
- In coordination with County Staff, conduct a workshop (if needed or required) with the County on the creation of the Zone. At this workshop, HHA will present the proposed redevelopment strategy, the process for creating the Zone, and implementation of the Project Plan and Reinvestment Zone Financing Plan and serve as support staff to County Staff in their role as advisors to the elected leadership.
- Make any recommended revisions to the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan prior to the public hearing. Changes will include revisions to the proposed boundaries, adjustments to related data sets associated with the area targeted for redevelopment, types and locations of proposed improvements, and any other changes required.

### **C. Phase Three: Creation of the Tax Increment Reinvestment Zone**

- Prepare and deliver to the County and legal counsel a draft public notice of the hearing and the Preliminary Project Plan and Preliminary Reinvestment Zone Financing Plan. In addition, the HHA team will serve as the point of contact for any questions or issues that arise related to the hearing before the hearing is held (or as support to the County if that is determined to be more appropriate).
- Assist the County with the conducting of a public hearing on the creation of the Zone. In doing so, the HHA team is willing to conduct the hearing on the County's behalf or be present to serve as technical advisor to the County during the hearing.
- Prepare and deliver to the County and legal counsel the creation order for the Zone. The order will follow all the requirements of and make all the required statutory findings required in Chapter 311 of the Property Tax Code.
- Work with the County to nominate and appoint an initial Board of Directors for the Zone.
- Prepare a Final Project Plan and Reinvestment Zone Financing Plan for presentation to the Board of Directors of the Zone. Should any changes to the plan be required based on the public hearing process, the HHA team will incorporate the necessary changes into the document and make it ready for presentation to the TIRZ Board of Directors for their consideration and approval.
- Prepare and submit to the County and legal counsel an order for consideration by the County Commissioners approving the Project Plan and Reinvestment Zone Financing Plan as adopted by the TIRZ Board of Directors.
- Assist the County with negotiating final participation agreements with taxing jurisdictions (other than the County). Each agreement will delineate the rate of participation for the jurisdiction, the term of the agreement, and any special negotiated provisions required by the jurisdiction for their participation in the TIRZ.
- Present all participation agreements to the TIRZ Board of Directors for approval.

### **Deliverables**

- Preliminary Project Plan & Reinvestment Zone Financing Plan (including Feasibility Analysis)
- Final Project Plan & Reinvestment Zone Financing Plan

**Fee:** \$50,000 per Zone Creation

# 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.**  
 Hawes Hill & Associates, LLP  
 HOUSTON, TX United States

**Certificate Number:**  
 2023-1015225

**Date Filed:**  
 05/02/2023

**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

**Date Acknowledged:**  
 05/23/2023

**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.**  
 36304  
 23-EDC-100675

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, 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 \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)