

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AGREEMENT PROFESSIONAL CONSULTANT SERVICES FOR
ECONOMIC IMPACT STATEMENT (EIS) SERVICES**

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 RCLCO (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WHEREAS, the County desires that Consultant provide Economic Impact Statement (EIS) Services for the purpose of stimulating business and commercial activity in the county;

WHEREAS, contracts that are 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; and for personal or professional services under Texas Local Govt. Code, §262.024 (4) are exempt from competitive bidding under the Texas County Purchasing Act; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for community and economic development and an Agreement for a personal and/or professional service; and

WHEREAS, the Fort Bend County Commissioners Court grants the above exemptions from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the Commissioners Court of Fort Bend County finds that this Agreement serves a County purpose; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services in accordance with the attached and incorporated Exhibit A to this Agreement. Services shall be provided as directed by the County’s Director Economic Opportunity & Development. Consultant is authorized to obtain and convey commercial and financial information on behalf of the County in order to facilitate the Services being provided.

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 seventy-three thousand dollars and 00/100 (\$73,000) and any additional funding that may be certified as available by the County Auditor. 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 invoices to apauditor@fbctx.gov 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 seventy-three thousand dollars and 00/100 (\$73,000 and any additional funding that may be certified as available by the County Auditor, 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 seventy-three thousand dollars and 00/100 (\$73,000) and any additional funding that may be certified as available by the County Auditor.

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 September 30, 2024. 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 President.
- 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 County.

- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- F. Approval of the insurance by 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.

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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, Texas
Attn: County Judge
401 Jackson St, 1st Floor
Richmond, Texas 77469

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

Consultant: RCLCO
7200 WISCONSIN AVE STE 1110
BETHESDA, MD 20814

- 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

July 9
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.

Remainder Left Blank

Execution Page Follows

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 ____ day of _____, 2024.

FORT BEND COUNTY

RCLCO

KP George
KP George
County Judge

Cameron Pawelek
Authorized Agent- Signature
Cameron Pawelek
Authorized Agent- Printed Name

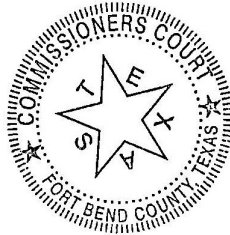
Principal
Title

July 10, 2024
Date

07/16/2024
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



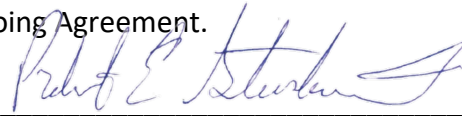
AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

AUDITOR'S CERTIFICATE
(additional, as may be applicable)

I hereby certify that funds in the amount of \$ 73,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

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EXHIBIT A

Scope of Service



Mr. Ed Sturdivant & Mr. Carlos Guzman
FORT BEND COUNTY
Ed.sturdivant@fortbendcountytexas.gov
Carlos.guzman@fortbendcountytexas.gov

Sent via e-mail
July 16, 2024
R7-16580.0000

SUBJECT: Economic Impact Statements for Mixed-Use Development Parcels in Fort Bend County, Texas

Dear Ed and Carlos:

We are pleased to present this proposal-agreement for professional services related to the above subject.

We have prepared this proposal based on our conversations from earlier this week and our firm's extensive experience in preparing fiscal and economic impact work across the country and in Texas, specifically.

ASSIGNMENT BACKGROUND AND OBJECTIVES

It is our understanding that Fort Bend County is considering an economic development partnership to support the growth and development of western Fort Bend County. Consequently, you are interested in having RCLCO conduct detailed Economic Impact Statements (EIS) to assess the potential direct and indirect economic and fiscal impacts under various development scenarios for two opportunities. This analysis would specifically focus on the development within established TIRZs and CADs, evaluating the impacts on various local and state entities. RCLCO will evaluate the opportunities considered and selected by Fort Bend County's Economic Development team.

CONSULTING QUALIFICATIONS

RCLCO is the "first call" for real estate developers, investors, the public sector, and non-real estate companies and organizations seeking strategic and tactical advice regarding property investment, planning, and development. Our team leverages quantitative analytics and a strategic planning framework to provide end-to-end business planning and implementation solutions at an entity, portfolio, or project level. With the insights and experience gained over nearly 60 years and thousands of projects, RCLCO brings success to all product types across the United States and around the world. RCLCO has offices in Austin, Denver, Los Angeles, New York, Orlando, and Washington, DC, and offers an array of consulting services across the following major service areas:



RCLCO Real Estate Economics is backed by nearly six decades of experience analyzing demographic and lifestyle trends, market dynamics and capital market realities. Clients turn to us for quantitative rigor, market knowledge and cutting-edge financial analysis regarding highest and best use, product definition, market positioning, and underwriting support for any proposed investment or development concept, site, or product type. Each day our team gains a deeper understanding of demand conditions for real estate, providing crafted investment strategies and development solutions, creating the industry's best kit of analytical tools to model where value growth will occur, which markets are undersupplied, what product niches are emerging, and how real estate assets can be enhanced and de-risked throughout the economic cycle.

Our services include but are not limited to:

- Market Analysis & Development Feasibility
- Financial Modeling & Optimization Analysis
- Value-Add, Repositioning, and Conversions
- Fiscal & Economic Impact
- Portfolio Analysis/Optimization

- Partner Selection
- Consumer Insight

RCLCO | MANAGEMENT CONSULTING

RCLCO Management Consulting provides tailored and executable strategic advice to real estate companies across all industry sectors and geographies. Our team of seasoned consultants helps position organizations for growth in a competitive and fast-changing marketplace. With deep expertise in portfolio transformation, organization and human capital strategies, and capital formation, we have developed enterprise strategies that enable our clients to look around the corner.

Our management consulting team is at the forefront of addressing complex challenges– both holistically and on a discreet basis in the following service areas, with an emphasis on the successful attraction and retention of best-in-class talent:

- Strategy Planning
- Organizational Consulting
- Capital Strategy
- Portfolio Strategy
- Operational Strategy
- Succession Planning
- Executive Search & Recruiting
- Compensation Consulting

SCOPE OF WORK

The analytical tasks leading to the fulfillment of the above objectives are outlined below.

1. *Kick-Off Meeting:* Conduct a kick-off meeting with the client and relevant project team members to review and refine the assignment objectives and our approach and to obtain a complete debriefing from the client about the project and any relevant information from prior work completed relative to the assignment.
2. *Site Evaluation:* Evaluate the subject property and its development potential based on an investigation of its location, access, visibility, zoning and planning status, current and/or proposed neighboring uses, topography, views, vegetation, other natural and/or man-made features, on-site improvements (if any), and other pertinent factors.
3. *Scenario Creation and Absorption Assumptions:* In collaboration with the Client and the Client potential partners, RCLCO will help develop two development and absorption scenarios for the overall project, supported by high-level market demand forecasts by use. One scenario will be designed to reflect the development under baseline assumptions. The second scenario will demonstrate the potential impacts of a possible catalyst and accelerated infrastructure on the development program and timing of delivery. These scenarios will be designed to run within the EIS model, ensuring the programs are defensible and clearly outline the supportable scale and timing of commercial and residential uses within the TIRZ. Work with the team to thoroughly understand potential catalytic uses and the projected impact on revenue drivers that can translate into qualitative or quantitative impacts for local jurisdictions.
4. *Economic Impact Analysis for All Relevant Jurisdictions and Districts:* This analysis is the incremental impact on the local economy during the construction and operational (build-out) phases of the proposed development. This analysis has two components covering the one-time construction and operations phases. In each analysis, the estimates include the “direct”

impacts (investment during the project's construction, and retail and business sales and local household spending that recur at build-out, which in many cases is coincident with the key revenue metrics in the fiscal impact analysis above) and the "multiplier" effects (the circulation of these direct effects within the local economy). The model will evaluate the development and economic impact over a 30-year period.

- a. Prepare both scenarios for input into IMPLAN.
 - b. Conduct a specific analysis of the tax structures and major tax rates that pertain to the development.
 - c. Estimate the direct and multiplier effects of the development on the relevant jurisdictions. For this purpose we will employ the IMPLAN model used by many public agencies to estimate the economic consequences of new investment to a local economy. The model is useful in generating estimates for both the construction and operations phases of employment, compensation (wages), and total economic output. Inputs from the fiscal model, as described above, are used to calculate the economic impacts.
 - d. Outputs include direct employment including both permanent jobs on-site and temporary construction (FTE) employment, total output, and total labor income (wages that would include on-site office and retail jobs.)
 - e. Calculate the direct revenue impacts of the development on a year-by-year basis for the next 30 years to the County, relevant districts/TIRZ, Lamar CISD, and the State of Texas.
5. *Qualitative Public Impacts:* Assess any qualitative impacts from a planning, public space, or quality of experience perspective that are salient to the proposed infrastructure improvements and renovation but may not be capturable in quantitative analysis or spending.
 6. *Summary Report:* Create a stand-alone executive summary report detailing our findings, assumptions, and methodology. RCLCO's deliverable does not include in-person presentations.

FUTURE PHASES/TASKS:

The following tasks are not included in this scope of work but may be necessary later in the project.

Market Study to Support Bond Issuance For development-backed bonds, a market study supporting the proposed absorption levels and average assessed values is typically necessary as part of the bond marketing package. RCLCO is frequently asked to conduct this type of work for MUD and other similar structures, though in this case, the market work may need to be more robust given the large scale of the proposed development. Our work for the EIS will make reasonable assumptions based on our experience in the local market and with large-scale master-planned community development.

TIME AND PROFESSIONAL FEE SCHEDULE

The time to complete the scope of work outlined above through the working session is detailed below. The written report will be issued once all follow-up items resulting from the working session are completed. The time frame may vary depending on when we receive your written authorization and retainer and our commitments at that time, as well as on turnaround and response time from client, client consultants and employees, and other team members regarding necessary information requests, review of progress reports and/or drafts; scheduling conflicts; and so on. We can typically begin assignments within one to two weeks of your written authorization to proceed and our receipt of the retainer fee.

The estimated professional fee to complete the scope of work outlined above is shown below. The professional fees exclude out-of-pocket reimbursable expenses. These costs are further detailed in the enclosed appendix as is information about our billing

arrangements, additional services and limiting conditions. ***Please note that IMPLAN Data for the State is \$9,500 (inclusive of the County) as shown in the table below and will be billed as a reimbursable expense.**

TASK	FEE	TIME REQUIRED
Economic Impact Study – First Site	\$39,500	6-8 Weeks
IMPLAN Data Expense	\$9,500	Concurrent
Economic Impact Study – Second Site	\$24,000	6-8 Weeks
Total Professional Fee and Estimated Data Expenses	\$73,000	

TEAM MEMBER	HOURLY RATE
Erin Talkington, Managing Director	\$500
Todd LaRue, Managing Director	\$500
Cameron Pawelek, Principal	\$380
Senior Associate	\$200-\$260
Analyst/Associate	\$130-\$180

If the above meets with your approval, we are prepared to commence work on this assignment as soon as practical after receipt of an executed proposal-agreement and a retainer of \$31,750. An invoice for the retainer has been included for your convenience.

We are excited about working with you on this interesting project and sincerely appreciate your consideration of our firm. We look forward to hearing from you in the very near future.

Very truly yours,



Erin Talkington
Managing Director



Cameron Pawelek
Principal



AGREED AND ACCEPTED:
FORT BEND COUNTY

Executing entity, if
different than above:

Jul

Signature:

By:

Title:

Date:

Unless informed to the contrary in the space provided below, the monthly invoices and reports will be sent via e-mail to the attention of the individual who executed this agreement.

Name:

Title:

Invoicing Address:

Telephone Number:

Mailing Address:

Email Address:

STANDARD APPENDIX TO PROPOSAL AGREEMENT

SECTION 1: PAYMENT TERMS

An initial payment of \$31,750 shall be sent upon execution of this Agreement. Payment of the retainer should be sent to the below, along with one executed copy of this Agreement sent to billing@rclco.com:

Below are wiring instructions for your convenience:

Bank Name:	City National Bank
Bank Address:	555 S. Flower Street Los Angeles, CA 90071-2300
Bank Account:	002921790
Bank ABA:	122016066
SWIFT (International):	CINAUS6L
Reference:	R7-16580.0000

For each monthly billing period ("Billing Period"), RCLCO (Robert Charles Lesser & Co.) will submit invoices to Client for professional services and expenses. Amounts invoiced will be in proportion to the services performed during the preceding billing period. Amounts invoiced for reimbursable expenses, consultants' fees, and additional services will be based on amounts incurred and services performed through the invoice date. The balance of the professional fee will be payable within 30 days of completion of the draft report.

Invoices will be sent via e-mail to the individual who executed this Agreement, or otherwise as specified on the signature page.

All payments will be made in the U.S. and in U.S. currency. All taxes and tariffs associated with paying for our services will be paid by Client or, if levied on RCLCO, will be charged back to Client over and above the professional fees and expenses billed in accordance with this Agreement.

Invoices are due and payable upon receipt. Interest, at the highest rate permitted under the applicable law, will accrue on all accounts not paid within thirty (30) days of the invoice receipt date, at which point the account will be deemed overdue. RCLCO retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of the final report until payment in full has been received if payment history does not meet the above terms. Client shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred by RCLCO in connection with the collection of the overdue accounts of Client.

SECTION 2: EXPENSES

The total professional fee and expenses are outlined above. No in-person meetings are covered under the terms of this contract.

SECTION 3: ACCEPTANCE & EXPIRATION

Acceptance of this Agreement is completed upon receipt of one executed copy of the Agreement and the retainer fee specified. If we are not in receipt of a fully executed copy within thirty (30) days from the date thereof, this Agreement shall be of no further force and effect and shall be deemed withdrawn.

SECTION 4: ADDITIONAL SERVICES

In addition to the scope of work covered in this Agreement, we will be available for additional work, including team meetings; planning and design review work; litigation support work; presentations to investors, lenders, and/or public agencies; periodic updating of reports; financial analysis; marketing plan; consumer opinion research work; and other activities related to this engagement. Any additional services shall be allowed only when approved in advance by the County Economic Director and memorialized in writing prior to service rendered.

Additional team meetings and planning and design review sessions will be billed for professional time and expense based on our normal hourly or per diem rates. Proposals for other services, indicating scope of work and time and fee schedule, will be submitted upon request.

Professional time for court appearances, depositions, and public hearings will be billed at 150% of our normal hourly rates.

SECTION 5: CLIENT'S RESPONSIBILITIES

Client agrees to provide full and reliable information about its requirements for the engagement and, at its expense, shall furnish the information, surveys, and reports, if any. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the engagement as may be required from time to time, to be provided by Client for the performance of RCLCO's work. Client shall designate a Project Representative authorized to act on behalf of Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the engagement and the performance of RCLCO's work.

SECTION 6: TERMINATION

Either Client or RCLCO may terminate this Agreement by giving written notice at least three (3) days prior to the date of termination. In the event of such termination, Client shall pay RCLCO for services and reimbursable expenses performed or incurred to the termination date.

SECTION 7: OWNERSHIP AND USE OF METHODOLOGIES AND DOCUMENTS

The report and any associated documentation prepared for the client remain the property of RCLCO, including data used in the preparation of this report, the methodologies employed by RCLCO, any graphic design images and exhibit formatting visualizations and content. RCLCO gives Client a perpetual, royalty-free, fully paid-up license to use the report, included images and exhibits and exhibit content. Client may use the report in any manner or share it with others subject to the confidentiality and indemnification clauses below.

The methodologies, code, software, systems, processes, documentation, or existing work product utilized by RCLCO (together, "methodologies") may be protected by United States patent, copyright laws and other intellectual property laws, and international treaty provisions. RCLCO and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in (a) the software, including, but not limited to, all copies, versions, customizations, compilations and derivative works thereof (by whomever produced) and all related documentation; (b) the RCLCO trademarks, service marks, trade names, icons and logos; (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing; and (d) all Confidential Information (as defined in Section 8, below). Client acknowledges that its possession, installation, or use of the software or methodologies does not transfer to Client any ownership, title, or registrable interest of any kind to the intellectual property in the software or methodologies, and that Client will not acquire any rights to the software or methodologies except as expressly set forth in this Appendix. Client agrees that all backup, archival, or any other type of copies of the software and documentation will contain the same proprietary notices that appear on and in the software and documentation.

SECTION 8: CONFIDENTIAL INFORMATION

Each party agrees not to sell or license the Information of the other party except and only to the extent necessary to perform under this Agreement. The provisions of this paragraph shall survive the term of this Agreement.

SECTION 9: LIMITATION OF LIABILITY

RCLCO and Client expressly limit their liability to each other for direct damages caused by negligence of one to the other, and for direct damages caused by the breach of any term of this Agreement. RCLCO's total liability to the Client shall not exceed the total fee and expenses actually paid by the Client to RCLCO for the scope of work covered in this Agreement. In no event shall either party be liable to the other for any indirect or consequential damages, including but not limited to lost business profits.

SECTION 10: GENERAL LIMITING CONDITIONS

It is understood by the Client that RCLCO can make no guarantees about the recommendations resulting from the proposed engagement because these recommendations must be based upon facts discovered by RCLCO during the course of the study and those conditions existing as of the date of the Report.

It is understood that RCLCO's fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given by RCLCO in its Report to the Client.

The final Report furnished by RCLCO will contain a statement of General Limiting Conditions, as follows:

"Reasonable efforts have been made to ensure that the data contained in this study reflect accurate and timely information and are believed to be reliable. This study is based on estimates, assumptions, and other information developed by RCLCO from its independent research effort, general knowledge of the industry, and consultations with the client and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agent, and representatives or in any other data source used in preparing or presenting this study. This report is based on information that to our knowledge was current as of the date of this report, and RCLCO has not undertaken any update of its research effort since such date.

Our report may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular level of income or profit will be achieved, that particular events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analysis may vary from those described in our report, and the variations may be material. Therefore, no warranty or representation is made by RCLCO that any of the projected values or results contained in this study will be achieved.

Possession of this study does not carry with it the right of publication thereof or to use the name of "Robert Charles Lesser & Co." or "RCLCO" in any manner without first obtaining the prior written consent of RCLCO. No abstracting, excerpting, or summarization of this study may be made without first obtaining the prior written consent of RCLCO. This report is not to be used in conjunction with any public or private offering of securities or other similar purpose where it may be relied upon to any degree by any person other than the client without first obtaining the prior written consent of RCLCO. This study may not be used for any purpose other than that for which it is prepared or for which prior written consent has first been obtained from RCLCO."

SECTION 11: ELECTRONIC SIGNATURES

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

SECTION 12: EQUAL OPPORTUNITY EMPLOYER

RCLCO is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race and hair texture and protective hairstyles that are closely associated with race (including but not limited to afros, braids, locks and twists), religion (including religious dress and grooming), creed, color, sex (including pregnancy, child birth, breast feeding, lactation and related medical conditions), sexual orientation, gender (including the fact that an individual is transgender, transitioning or transitioned*), gender identity (a person's identification as male, female, a gender different from the person's sex at birth or transgender), gender expression (a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth), immigration status and/or citizenship (including possession of a driver's license issued under California Vehicle Code section 12801.9), ethnicity, national origin,* marital or familial status, registered domestic partnership status (as defined by California Family Code section 297 or applicable state law), veteran status, military/uniform service member status, membership in the federal or state military reserves, political affiliation

age, physical or mental disability (including but not limited to HIV and AIDS) or association with a person with an actual or perceived physical or mental disability; medical condition, cancer, genetic trait/information/characteristics, or any other protected status in accordance with all applicable federal, state, and local laws. Together, these characteristics listed above shall be referred to as Protected Characteristics. This policy extends to all aspects of our employment practices as well as in interactions with third parties, including but not limited to vendors, contractors, and customers.

SECTION 13: MISCELLANEOUS

By executing the proposal-agreement for this engagement, Client and RCLCO each bind themselves and their successors and assigns to this Agreement. Neither Client nor RCLCO shall assign or transfer their interest in this Agreement without the written consent of the other. This Agreement represents the entire Agreement between Client and RCLCO. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party that are not set forth expressly in the agreement. This Agreement may be amended only in writing, signed by both Client and RCLCO.

Texas law shall govern this Agreement.



RETAINER INVOICE

July 16, 2024
Mr. Ed Sturdivant & Mr. Carlos Guzman
FORT BEND COUNTY
Ed.sturdivant@fortbendcountytexas.gov
Carlos.guzman@fortbendcountytexas.gov

Sent via e-mail
R7-16580.0000

SUBJECT: Economic Impact Statements for Mixed-Use Development Parcels in Fort Bend County, Texas

	AMOUNT
RETAINER DUE:	\$31,750

BELOW ARE WIRING INSTRUCTIONS FOR YOUR CONVENIENCE:

Bank Name: City National Bank
Bank Address: 555 S. Flower Street
Los Angeles, CA 90071-2300
Bank Account: 002921790
Bank ABA: 122016066
SWIFT (International): CINAUS6L
Reference: R7-16580.0000