

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF
PROFESSIONAL SERVICES AGREEMENT BETWEEN
HARRIS COUNTY AND ALLEN BOONE HUMPHRIES ROBINSON LLP
IN CONNECTION WITH PARTICIPATION IN CITY OF HOUSTON TIRZ #3
AND RELATED MATTERS**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The County Judge is hereby authorized to execute the enclosed Professional Services Agreement with Allen Boone Humphries Robinson LLP, in connection with participation in City of Houston TIRZ #3 and related matters as described therein. The Agreement is incorporated herein as though fully set forth word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

PROFESSIONAL SERVICES AGREEMENT
(Special Counsel)

1. The effective date of this Agreement is the date the Agreement is fully executed by both Parties.
2. Harris County and Special Counsel agree as follows:
3. The Client is Harris County by and through its County Attorney's Office ("**Client**").

Address: 1019 Congress, 15th Floor
Houston, TX 77002
Tel. No.: 713-274-3053
Email: Paige.Abernathy@harriscountytexas.gov

The Special Counsel is Allen Boone Humphries Robinson LLP ("**Special Counsel**").

Address: 3200 Southwest Freeway
Suite 2600
Houston, TX 77027
Tel. No.: 713-860-6400

4. **Special Counsel** will provide strategic direction, advice and representation of **Client** in the following matters:
 - a. Preparation, Drafting, Negotiating and Counsel for Client in connection with (i) creation of Harris County TIRZ #3 (County TIRZ #3) (which is planned to be located in the vicinity of Sam Houston Parkway/Beltway 8 and Fallbrook Dr.) and related matters, (ii) assist with preparation of Project and Finance Plan for County TIRZ #3, (iii) general guidance and counsel for matters related to items (i) and (ii) above; and
 - b. any other matters as determined by the County Attorney and agreed to by Special Counsel.
5. Special Counsel will work primarily with Assistant County Attorney, Paige Abernathy (**the assigned Assistant County Attorney(s)**) and such other person(s) within the Office of the County Attorney as may be necessary.
6. Client has allocated and certified the total maximum sum of \$50,000.00 (**amount certified available**) to pay its obligations under this Agreement.
7. For and in consideration of the services rendered by **Special Counsel**, **Client** agrees to pay in accordance with the following schedule

Partner	\$ 600.00 per hour
Associate	\$ 450.00 per hour

Other attorneys and paralegals within the firm may perform services under this Agreement with the approval of the Office of the County Attorney. The rates for such services are subject to the approval of the Office of the County Attorney and may not exceed the hourly rates stated in this Agreement.

Harris County has determined pursuant to Local Government Code §262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence, or the services are being retained pursuant to Local Government Code §89.001.

8. **Special Counsel** agrees to perform necessary legal work with reference to the Representation.
9. Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in

this Agreement.

10. The person or entity that **Special Counsel** represents is **Client**, and **Special Counsel's** attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, **Special Counsel will** make full disclosure of the possible effects of such representation on the professional judgment of each individual associated with **Special Counsel** working on Representation. In the event a potential conflict occurs during the course of the Representation, **Special Counsel** will make full, written disclosure of such to **Client**. **Special Counsel** may have represented, may currently represent, or in the future may represent (i) landowners, developers, or political subdivisions owning real property interests within Harris County, including property adjacent to, nearby, or within County TIRZ #3 (which is planned to be located in the vicinity of Sam Houston Parkway/Beltway 8 and Fallbrook Dr.), and (ii) governmental entities within Harris County including those with boundaries adjacent to, nearby, or overlapping County TIRZ #3. **Special Counsel** represents several Tax Increment Reinvestment Zones and associated Redevelopment Authorities, and special purpose districts including municipal utility districts and management districts, and **Client** acknowledges and agrees that **Special Counsel** may represent such Tax Increment Reinvestment Zones and associated Redevelopment Authorities, and special purpose districts including municipal utility districts and management districts. **Client** acknowledges and agrees that **Special Counsel** may represent any such clients described in Section 10, including any landowners, developers, political subdivisions and governmental entities that are adjacent to, nearby, overlapping, or within County TIRZ #3. **Special Counsel** does not believe that such other representations present a conflict of interest with this engagement and **Client** hereby waives any conflicts of interest that may arise in **Special Counsel's** representation of any such clients, including any landowners, developers, political subdivisions, and governmental entities that are adjacent to, nearby, overlapping, or within County TIRZ #3.
11. **Special Counsel's** engagement is limited to the representation. **Special Counsel** is not being retained as general counsel, and **Special Counsel's** acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this letter.
12. The attorney-client relationship terminates upon **Special Counsel's** completion of the services for which **Special Counsel** has been retained in the representation. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect **Client's** future rights and liabilities in regard to the Representation. Unless **Special Counsel** is actually engaged after the completion of the Representation to provide additional advice on such issues, **Special Counsel** has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation.
13. Any expressions on **Special Counsel's** part concerning the outcome of the Representation, or any other legal matters, are based on **Special Counsel's** professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by **Special Counsel's** knowledge of the facts and are based on **Special Counsel's** views of the state of the law at the time they are expressed. **Special Counsel** has made no promises or guarantees to **Client** about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Payment of **Special Counsel's** fees and charges is in no way contingent on the ultimate outcome of the Representation.
14. All other sections notwithstanding, and consistent with Government Code §2254.003, **Client** shall pay no more than the recommended practices and fees published by the applicable professional associations nor more than the any maximum provided by law.

15. Legal fees and costs are difficult to estimate. Accordingly, **Special Counsel** has made no commitment concerning the maximum fees and charges that will be necessary to resolve or complete the Representation.
16. **Special Counsel** understands that the **Client** has available the **amount certified available** to pay its obligations under this Agreement and to discharge any and all liabilities that the **Client** may incur, arising out of this Agreement, and **Client** shall not be liable to pay **Special Counsel** any greater amount under this Agreement. When and if the services and charges provided for herein become equal to or exceed the **amount certified available**, **Special Counsel** may terminate all its services hereunder unless additional funds are certified. In that event, **Special Counsel** agrees to continue to provide the services herein specified to the extent funds are available.
17. **Special Counsel** will maintain professional liability insurance covering all damages **Client** may suffer as a result of errors or omissions of **Special Counsel** in connection with the Representation. Such coverage shall be no less than \$1,000,000.00. **Special Counsel** shall provide evidence that such insurance is in force and effect upon execution of this contract and on the anniversary date of this contract each year thereafter or upon the earlier request of the County Attorney.
18. The hourly rate compensates the attorney for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, travel within Harris County, computer time, meals, clerical filing, and proofreading. No travel expenses are authorized outside of Harris County, *unless pre-approved in writing by the Office of the County Attorney*. **Special Counsel** agrees that it is neither authorized to seek reimbursement nor is **Harris County** obligated to pay for mileage within Harris County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for as follows: **Harris County** agrees to reimburse **Special Counsel** for its actual, reasonable and necessary expenses for long distance telephone calls, including long distance telex or facsimile transmissions. **Harris County** agrees to reimburse **Special Counsel** for necessary photocopies at the rate of ten cents per page for 8 ½ x 11 or 8 ½ x 14 photographic reproductions. **Special Counsel** will be reimbursed for its direct costs for delivery and messenger services and direct cost for postage on any item or group of items which cost \$1.00 or more.
19. All time billed must be in increments of 15 minutes (1/4th of an hour) and must state the task(s) performed. Tasks must be described with sufficient specificity to allow the Office of the County Attorney to determine the reasonableness and appropriateness of the services rendered.
20. Before a legal research project is undertaken, **Special Counsel** must confer with the **Assigned Assistant County Attorney** to determine whether the County Attorney has already performed the research. Before providing such a service, **Special Counsel** must submit a budget and identify the work to be performed, the identity and billing rate of each attorney involved and the estimated amount of time expected to complete the task(s). Any database research authorized, such as Lexis and Westlaw, will be recharged at direct cost. Attendance at court hearings, mediations, or other meetings may be billed by only one attorney in the employ of **Special Counsel**, unless the County Attorney approves participation by more than one attorney in advance of the meeting.
21. After each calendar month, **Special Counsel** must submit an itemized statement to the Office of the County Attorney, in a form acceptable to the County Auditor, setting forth in detail the services provided and the compensation and expense reimbursement claimed. Each statement must show the name and classification of each person performing services, the date or dates that he or she performed services, and must include such other details of the work, hours, and identities of the persons providing services and the expenses claimed as may be requested by the County Auditor for

verification purposes. The County Attorney will review each such statement and approve it with any modifications deemed appropriate, and will submit it to the County Auditor within 14 days from receipt. **Client** agrees to pay each statement within thirty (30) days after the County Auditor approves it.

22. Invoices should be emailed to CAOInvoices@harriscountytexas.gov with a copy to paige.abernathy@harriscountytexas.gov.
23. Harris County acknowledges that **Special Counsel** has a claim for *quantum meruit* for the reasonable value of services already provided. In addition, in consideration for **Special Counsel's** entering into this Agreement and agreeing to continue to provide services to Harris County, Harris County agrees to pay from available funds the amounts owing to **Special Counsel** pursuant to the terms of the written agreements with Harris County and **Special Counsel**, and in return, **Special Counsel** will not pursue any *quantum meruit* claim.
24. **Special Counsel** reserves the right to send to **Client** for direct payment any invoices delivered to **Special Counsel** by others, including experts and any vendors. Such Invoices must be in a form acceptable to the County Auditor. **Client** reserves the right to audit **Special Counsel's** billing and billing practices with respect to **Client's** files at any time.
25. Any party may terminate with or without cause this Agreement at any time by giving the other party at least 30 days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, **Special Counsel** must discontinue all services in connection with the performance of this Agreement, and must proceed to cancel promptly all existing orders and Agreements insofar as such orders and Agreements are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, **Special Counsel** must submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of said statement, the County Attorney will review this statement and approve it with any modifications that he deems necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated. In the event of such termination, **Client** will take all steps necessary to release **Special Counsel** of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate the withdrawal from the Representation. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Representation.
26. At the conclusion of the Representation, **Special Counsel** will return to **Client** any documents that **Special Counsel** is specifically requested to return. As to any documents so returned, **Special Counsel** may elect to keep a copy of the documents in **Special Counsel's** stored files. **Client** owns all final work product generated from the Representation.
27. Any notice required or permitted to be given by Harris County to **Special Counsel** hereunder may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested to the address indicated on page one or such other address as **Special Counsel** may designate in writing.
28. Any notice required or permitted to be given by **Special Counsel** to the **Client** or Harris County hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to the address indicated on page one or such other address as Harris County may designate in writing.

29. Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.
30. **Special Counsel** affirmatively consents to the disclosure of its e-mail addresses that are provided to **Client** or the County Attorney's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by **Special Counsel** and agents acting on **Special Counsel's** behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.
31. **Special Counsel** has no authority to settle or otherwise compromise the position of **Harris County** or any of its officers. Any settlement involving the expenditure of **Harris County's** funds is subject to the approval of Commissioners Court.
32. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of **Harris County**.
33. This Agreement is not effective unless it has been approved by the Office of the County Attorney.

Approved by

CHRISTIAN D. MENEFEE
Harris County Attorney

By: _____

Jay K. Aiyer
First Assistant County Attorney
CACI No. 25GEN0641

Date: 4/17/2025

Agreed:

ALLEN BOONE HUMPHRIES ROBINSON LLP

By: _____

Print Name: Alia Vinson

Date: 3/26/25

HARRIS COUNTY

By: _____

Lina Hidalgo
County Judge

Date: _____