

## AGREEMENT FOR SERVICES

This Consulting Agreement (hereinafter “Agreement”) is entered into between **Crosby Independent School District** (hereinafter “**Crosby ISD**” or “**District**”) and **Consolidated Property Advisors, Ltd.** (hereinafter “**Contractor**”).

Crosby ISD desires to engage the services of Contractor, as an independent contractor and not as an employee, to render his/her services on the terms and conditions provided in this Agreement; and Contractor desires to render services for Crosby ISD on the terms and conditions provided in this Agreement, issued in accordance with Harris County Department of Education Contract # RFP 25/015DR. Therefore, Crosby ISD engages the services of the Contractor, and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Services:** Contractor will render the following services to Crosby ISD:

*See Scope of Consulting Services, attached as Exhibit A.*

Contractor will use commercially reasonable best efforts in the performance of all work on behalf of Crosby ISD and persons affiliated with Crosby ISD, all as may be requested from time to time by the Superintendent of Crosby ISD or such other persons as the Superintendent may designate.

2. **Term:** This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2027. The term of this Agreement may be extended only by the parties’ mutual written consent; however, in no event may any extension continue beyond February 26, 2030. This Agreement may be terminated earlier by Crosby ISD for cause if the Contractor’s actions are detrimental to the interests of Crosby ISD, Contractor breaches any of the terms or conditions of this Agreement, or Contractor becomes incapable of performing the assigned duties. This Agreement may also be terminated without cause by either party by providing thirty (30) days prior written notice to the other party. However, any sum(s) that is due to Contractor for consulting services performed by Contractor and accepted by Crosby ISD prior to the date of such termination, shall remain due and payable per the terms of this Agreement.
3. **Independent Contractor:** It is the intention of the parties that the Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and either Contractor or any employee, volunteer, or agent of Contractor, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between District and either Contractor or any employee, volunteer or agent of Contractor. Contractor is not entitled to participate in any pension plans, bonus, or similar benefits that District provides for its employees. District and Contractor agree that neither Contractor nor Contractor’s, agents or employees shall be covered under any District insurance policy, including but not limited to District’s liability, property and casualty, or workers’ compensation insurance

policies. Contractor agrees that Crosby ISD has no responsibility for any conduct of any of Contractor's staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. The Contractor assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by District or other party related to this Agreement hereunder and Contractor shall indemnify and hold District harmless in this regard.

4. **Fees:** This is not a fixed price contract. Crosby ISD will pay the Contractor an amount not to exceed \$100.00 per hour for consultation and research. In the event Contractor represents or provides consulting services to Crosby ISD in the purchase, acquisition or condemnation of a real estate site, Contractor will be paid a professional service fee equal to four percent (4%) of the first \$500,000 of the purchase price (or if such site is donated to Crosby ISD, the greater of the appraised value or stipulated value between the donor and Crosby ISD), and three percent (3%) on the balance of the purchase price (or if such site is donated to Crosby ISD, the greater of the appraised value or stipulated value between the donor and Crosby ISD). In the event Contractor represents or provides consulting services to Crosby ISD in the sale of real estate owned by Crosby ISD, Contractor will be paid a professional service fee equal to three percent (3%) of the sales price. All hourly charges may be credited to the percentage fees stated herein. All undisputed fees due Contractor will be paid from the settlement statement upon closing and funding for any real estate transaction, and/or within forty-five (45) days of the District's receipt of an invoice from Contractor. Crosby ISD will engage Contractor on an "as-needed, if needed" basis and does not guarantee the purchase of any quantity or dollar amount of Services.
5. **Entire Agreement:** This Agreement, Exhibit A, Contractor's completed Crosby ISD Vendor Packet, and the terms and conditions of Harris County Department of Education Contract # RFP 25/015DR constitute the entire agreement between Contractor and Crosby ISD and may only be amended by mutual written consent of both parties hereto. Should any conflict among the documents that form the entire agreement exist, the order of precedence shall be 1) this Agreement, 2) Contractor's completed Crosby ISD Vendor Packet, 3) Exhibit A, and 4) Harris County Department of Education Contract # RFP 25/015DR.
6. **No Waiver:** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by District in exercising any right or power accruing upon the non-compliance or failure of performance by Contractor under the provisions of this

Agreement shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to District. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

7. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by hand-delivery or by certified mail, return receipt requested, with a courtesy copy sent via email. Notice to either party shall be sufficient if made or addressed to the following address. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party by hand-delivery or by certified mail, return receipt requested.

If to District: Crosby Independent School District  
Attn: Dr. Paula Patterson, Superintendent  
14670 FM 2100  
CrosbyTX77532  
Email: ppatterson@crosbyisd.org

If to Contractor: Consolidated Property Advisors, Ltd.  
Michael Winkler/Jared Fargo  
3003 W. Alabama  
Houston, Texas 77098  
Telephone: 713-455-0246  
Email: MWinkler@CPAdvisorsLtd.com/  
jfargo@CPAdvisorsLtd.com

8. **Section Headings:** The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
9. **Governing Law:** The validity of this Agreement and any of its terms of provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
10. **Attorney's Fees.** In the event legal action is commenced to enforce this Agreement, the non-prevailing party shall pay the reasonable attorney's fees and expenses of the prevailing party in such event.
11. **Assignment:** No party may assign or transfer its rights or obligations hereunder without the express written consent of all other parties.
12. **Legal Construction:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid illegal, or unenforceable provision had never been contained in the Agreement.

By signing below, the parties hereby agree to the terms and conditions stated herein:

**Crosby Independent School District**

By: \_\_\_\_\_  
Dr. Paula Patterson, Superintendent

\_\_\_\_\_  
Date

**Consolidated Property Advisors, Ltd.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print / Title

EXHIBIT A

**CP**

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## **Consolidated Property Advisors, Ltd.**

### **Scope of Consulting Services**

The consulting services to be provided by Consolidated Property Advisors, Ltd. in relation to school site and or land purchases, are presented in three sections as follows:

#### **Section I      Market Study - Services performed prior to site selection**

- a. Periodically review the school district long-term facilities plan in relation to required land acquisitions, available sites and planned development in the area;
- b. Drive the entire district every four to six weeks (especially in growth areas) to report any planned new development and establish growth trends, available infrastructure and traffic patterns;
- c. Maintain communication with administrators, developers, real estate brokers, city and county leaders and land planners to stay abreast of new development trends while monitoring market activity of large land tracts and market offerings to stay informed about current market values;
- d. Consult with the district's demographer regarding new development, growth patterns, population densities and evolving trends;
- e. Monitor regional thoroughfare plans, road bonds, road improvements and associated infrastructure improvements in assessing future development and site selection;

#### **Section II      Site Selection Services**

- a. Review sites within the designated attendance zones where long-term facilities plan projects future sites and their specific use (schools or ancillary);
- b. Consideration of adjacent attendance zones as alternative or realignment of specific zones in the rare case where feasible sites may not be available;
- c. Upon designation of specific sites of interest, Consolidated Property Advisors, Ltd. will arrange meetings with the respective owner(s) or developers to structure possible terms of an eventual acquisition, while assessing each site's feasibility as compared to the established criteria for the intended use. We will always try to locate and evaluate several sites within a particular attendance zone or adjoining zone for consideration;
- d. Criteria for a site evaluation:
  - 1) Location in relation to long-term facilities plan; i.e. review with the district's demographer;

- 2) Is the site developed or undeveloped?
- 3) Availability of water, sanitary sewer, drainage, detention, access, traffic control improvements; to include:
  - i. the anticipated date of completion for each;
  - ii. the school district's anticipated cost share for each (including any MUD reimbursables or Capital Recovery Fees (CRF));
- 4) Shape and access – will a footprint of the intended improvements fit on site, respective of parking/stacking space, easements, pipelines or other development constraints?
- 5) How are surrounding properties developed, or proposed to be developed?
- 6) Review major thoroughfare plan in relation to site.
  - i. Compile critical dates and present to District administrators.
  - ii. Make presentation to Board of Trustees and assist in making site selection.

**Section III Contract for Sale and Purchase following Site Selection**

- a) Cause a Land Purchase/Sale Agreement (contract) to be prepared by the school district's chosen counsel, per verbal negotiations and possible Letter of Intent;
- b) Review contract before presentation to Seller/Buyer;
- c) Present to Seller/Buyer and/or their attorney;
- d) Negotiate, in conjunction with the school district's attorney, any changes or counter-offer requested by Seller/Buyer;
- e) Submit contract to Seller/Buyer for signature and board consideration;
- f) Present signed contract to Superintendent and Board of Trustees for final approval and signature;
- g) Receipt contracts at a title company and make sure copies are distributed to the buyer, seller, their respective counsel, secure earnest money deposit;
- h) Perform due diligence during contract feasibility period (typically 60 to 90 days from date of commencement), as follows:
  - 1) Contact environmental firm and request bid for Environmental Phase I report, Geotechnical Study, Faultline Study, Wetlands Determination, Threatened & Endangered Species Assessment and State Antiquities Permit when required;
  - 2) Review environmental reports and geotechnical reports;
  - 3) Contact surveyor to request bid proposal for a Category 1(a) land title survey of subject property;
  - 4) Contact district's engineer to evaluate timely availability of water and sanitary sewer as well as storm-water detention requirements;
  - 5) Review title report and confer with attorney as to exceptions to title. If problems, determine how to cure;
  - 6) Review survey and compare this to the title report;
  - 7) Send survey to architect to have footprint of intended improvements overlaid on survey;

- 8) Review with district's representative all of the due diligence items and discuss any problems and possible resolutions;
  - 9) Refer to specific professionals of required expertise, if needed;
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- i) Notify Title Company, Seller/Buyer, and their respective attorneys to prepare for closing of transaction;
  - j) Review all closing documents and coordinate attorneys in the preparation of possible agreements surviving closing (post-closing agreements, escrow agreements, easements, right-of-way agreements, development agreements, landscaping agreements, restriction documents, etc);
  - k) Determine closing date;
  - l) Deliver closing documents to school district for proper signatures;
  - m) Deliver closing documents to title company for process, recording;
  - n) Notify school district that transaction is prepared for closing, coordinate wire transfer of funds;
  - o) Prepare post closing file including all of the pertinent documents relating to the transaction and deliver to the district.

Note: The above scope represents a typical transaction process for the acquisition/disposition of real property. This scope may vary slightly depending on the nature of any specific transaction, or in the case of sale of surplus property or coordination of condemnation.

We are a full-service firm specialized in real estate consulting services for our independent school district clients. We offer over sixty years of real estate experience combined. We **only** represent our school district clients!

References are available upon request.

Thank You,



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Jared S. Fargo, Principal  
Consolidated Property Advisors, Ltd