

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

JUNE 21, 2021

BOARD PACKET

REINVESTMENT ZONE NUMBER

TWENTY-ONE

CITY OF HOUSTON, TEXAS

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
AND
REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS
NOTICE OF JOINT MEETING**

Notice is hereby given that the Board of Directors of the Hardy/Near Northside Redevelopment Authority (the "Authority") and the Board of Directors of the Reinvestment Zone Number Twenty-One, City of Houston, Texas (the "Zone") will hold a joint meeting, open to the public, on **Monday, June 21, 2021, at 9:00 a.m.**, Call-In Number, (346) 248-7799 US (Houston) US (Houston), Meeting ID: 949 2201 1905 Passcode: 593711 and join as a participant to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

Meeting can also be attended virtually at:

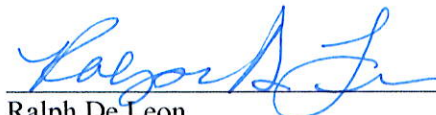
<https://zoom.us/j/94922011905?pwd=MWtTVFBKYVRLEmQ0S0tUWXpzYTNFZz09>

Meeting ID: 949 2201 1905

Passcode: 593711

1. Establish quorum and call to order.
2. Public comments.
3. Approve Minutes from last meeting.
4. Financial and bookkeeping matters, including Financial Report including payment of bills.
5. Master Agreement SWA Group related to Professional Landscape Architectural Services.
 - a. Task Order No. 1 – SWA Group.
6. Gauge Engineering Amendment No. 1, Task Order No. 2 related to Capital Improvement Plan Development.
7. Engagement Agreement Squidz Ink Design for web site design services.
8. Third Amendment to Development Agreement with CR V Hardy Yards, L.P
9. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan including:
 - a. Infrastructure Committee Report – Director Bustamante,
 - b. Parks Committee Report – Director Ortiz.
10. Discuss meeting schedule including date and time of next meeting for **September 20, 2021, at 9:00 a.m.**
11. Convene in Executive Session pursuant to section 551.087, Texas Government Code, to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.
12. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.
13. Adjourn.

* In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended various open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as Hardy Near Northside Redevelopment Authority and Reinvestment Zone Number Twenty-One, City of Houston, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda. The Board of Directors meeting packet can be found at: <https://bracewell.sharefile.com/d-s96a0dc616fa949388fdb54e06de9e35a>



Ralph De Leon
Administrator for the Zone

TAB

THREE

HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY AND
TAX INCREMENT REINVESTMENT ZONE NUMBER TWENTY-ONE,
CITY OF HOUSTON, TEXAS
JOINT BOARD OF DIRECTORS MEETING

May 24, 2021

The Board of Directors (the “Board”) of Hardy/Near Northside Redevelopment Authority (the “Authority”) convened in regular session, open to the public, on the 24th day of May 2021, via telephonic communication in accordance with Section 418.016 of the Texas Government Code, as amended, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Edward Reyes	Chair/Investment Officer
Jorge Bustamante	Vice Chair
Sylvia Cavazos	Secretary/
Elia Quiles	Assistant Secretary
Daniel Ortiz	Treasurer
Fernando Zamarripa	Director
Monte Large	Director

All members of the Board of Directors except Director Quiles and Director Zamarripa were present, thus constituting a quorum.

Also present were Council Member Karla Cisneros, Brian Jackson and Jesus Garcia of the City of Houston; Chris McCall of University of Houston Downtown; Clark Lord of Bracewell LLP; Ralph De Leon of TIFWorks LLC; Muhammed Ali and Derek St. John of Gauge Engineering; Melissa Morton of The Morton Accounting Services; and Monica Aizpurua of Binkley & Barfield Inc and Chris Yuko of Marquette Companies. There were no members of the public that were present, telephonically at the meeting.

- 1. Establish quorum and call to order.** Director Reyes performed a roll call and noted that a quorum was present. He called the meeting to order at 9:04 a.m.
- 2. Public Comments.** There were no public comments.
- 3. Approve Minutes from last meeting.** The Board considered approval of the minutes of May 24, 2021. Following discussion, upon a motion made by Director Bustamante, and seconded by Director Large and approval of the Minutes were passed by unanimous vote.

4. **Financial and bookkeeping matters, including Financial Report and payment of bills.** Ms. Morton provided an overview of the monthly transactions and the Unpaid Bills Report. After review and discussion Director Bustamante motioned to accept the Financial Report and authorize payment of Invoices, which was seconded by Director Large and passed by unanimous vote.
5. **Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or other regarding development in the Zone and implementation of the Project Plan and Reinvestment Zone Financing Plan including:**
 - a. **Projects Committee – Gauge – Infrastructure Assessment Study,** Mr. Ali reported that Gauge had worked with the Projects Committee and identified potential candidate capital projects that met specified criteria and were currently further refining and prioritizing said candidate projects. And Gauge is currently evaluating potential partnerships with other public entities. Additionally, Gauge reported they had completed the Technical Memorandum related to Task Order Number Three.
 - b. **Parks Committee – Place Making Charette.** Director Ortiz reported ongoing discussions with SWA Group related to retaining the SWA Group to preform a Place Making exercise for the Near Northside area. Additionally, Director Ortiz reported the Parks Committee sponsored a public venue, held at a local business on Holman Street focused on interviews and information gathering with area residents and business community members and intended to generate interest and garner input from the local community on matters related to future TIRZ capital investment dollars related to pedestrian and mobility improvements, Parks and related public improvements. Director Ortiz reported the venue was well attended and successful.
6. **Discuss meeting schedule including date and time of next meeting for June 21, 2021, at 9:00 a.m.**
7. **Convene in Executive Session pursuant to section 551.087, Texas Government Code, to discuss economic development matters of the Zone.** No executive session was necessary.
8. **Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.**
9. **Adjourn.** After discussion, Director Cavazos moved to adjourn the meeting at 9:26 a.m., which was seconded by Director Large and passed by unanimous vote.

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There being no further business to come before the Board, the meeting was adjourned.

Secretary

DRAFT

TAB

FOUR



**Hardy Near Northside Redevelopment Authority
Monthly Financial Report Summary
June Board Meeting
Monday, June 21, 2021**

At the beginning of April, the Hardy Near Northside Redevelopment Authority (TIRZ #21) beginning Operating Fund Balance was \$657,014. TIRZ #21 received a total of \$14, mainly from banking interest. During the period, TIRZ #21 processed \$143,364 in disbursements during the period. 90% of the disbursements related to disbursements to Gauge Engineering for engineering services (\$128,891). The ending balance as of month end May 31, 2021 was \$513,664.

The invoices pending approval total \$5,390. See attached "Unpaid Bills Detail" Report on page 3. A transfer of \$-0- will be transferred from the Pool Account to the Operating account to cover outstanding invoices.

**Hardy Near Northside Redevelopment Authority
General Operating Fund
As of May 31, 2021**

General Operating Fund

BEGINNING BALANCE \$ 657,013.71

REVENUE

BBVA Compass	2.17	Monthly Interest
BBVA Compass	1.19	Monthly Interest
TexPool Investment	6.70	Monthly Interest
TexPool Investment	4.38	Monthly Interest

Total Revenue 14.44

DISBURSEMENTS

EFT	BBVA Compass	14.00	Bank Service Charge
1098	Bracewell LLP	4,233.25	Legal Services
1099	Gauge Engineering LLC	76,049.36	Engineering Services
1100	TIFWorks LLC	4,765.00	Admin Consultants
1101	Bracewell LLP	3,008.00	Legal Services
1102	Gauge Engineering LLC	52,841.53	Engineering Services
1103	TIFWorks LLC	2,437.50	Admin Consultants
EFT	BBVA Compass	15.40	Bank Service Charge

Total Disbursements 143,364.04

ENDING BALANCE \$ 513,664.11

-

May 31, 2021

Balance

LOCATION OF ASSETS

BBVA Compass	\$ 57,279.72
TexPool Investment	456,384.39

Total Account Balance \$ 513,664.11

Unpaid Bills Detail

As of June 18, 2021

Type	Date	Num	Memo	Open Balance
Bracewell LLP				
Bill	05/31/2021	21909672	General Legal through May 31, 2021	400.00
Bill	05/31/2021	21909671	Meeting services through May 31, 2021	1,240.25
Total Bracewell LLP				1,640.25
TIFWorks, LLC				
Bill	06/15/2021	21	General Consulting Services May 18 through June 15, 2021	3,750.00
Total TIFWorks, LLC				3,750.00
TOTAL				5,390.25

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06/18/21

Accrual Basis

HARDY/NEAR NORTHSIDE TIRZ # 21

Transaction Detail By Account

April through May 2021

Type	Date	Num	Name	Memo	Amount
Capital Improvement Plan					
T-2104 2600-3500 Block Main St					
Bill	05/13/2021	1468	Gauge Engineering LLC	Main Street Ped/Bike Improvements through 5.7.21	18,852.50
Total T-2104 2600-3500 Block Main St					18,852.50
Total Capital Improvement Plan					18,852.50
TOTAL					18,852.50

HARDY/NEAR NORTHSIDE TIRZ # 21

Profit & Loss Budget vs. Actual

July 2020 through May 2021

06/18/21

Accrual Basis

	Jul '20 - May 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Interest Income checking	46.09	1,620.00	-1,573.91	2.8%
Interest on TexPool	599.16	170.00	429.16	352.4%
Tax increments	0.00	485,304.00	-485,304.00	0.0%
Total Income	645.25	487,094.00	-486,448.75	0.1%
Cost of Goods Sold				
Capital Improvement Plan				
T-2103 English Street Park	0.00	122,000.00	-122,000.00	0.0%
T-2104 2600-3500 Block Main St	37,080.00	55,000.00	-17,920.00	67.4%
T-2199 Concrete Panel Replaceme	0.00	25,000.00	-25,000.00	0.0%
Total Capital Improvement Plan	37,080.00	202,000.00	-164,920.00	18.4%
Total COGS	37,080.00	202,000.00	-164,920.00	18.4%
Gross Profit	-36,434.75	285,094.00	-321,528.75	-12.8%
Expense				
Developer Reimbursement				
Hardy Yards/Cypress - Offsite	0.00	321,879.00	-321,879.00	0.0%
Hardy Yards/Cypress - Onsite	0.00	125,175.00	-125,175.00	0.0%
Developer Reimbursement - Other	442,893.60	0.00	442,893.60	100.0%
Total Developer Reimbursement	442,893.60	447,054.00	-4,160.40	99.1%
Other Types of Expenses				
Other Costs	8,818.00			
Total Other Types of Expenses	8,818.00			
Program and Project Consultants				
Planning Consultants	18,193.50	27,950.00	-9,756.50	65.1%
Engineering Consultation	151,765.39	225,000.00	-73,234.61	67.5%
Legal Consultants	9,470.64	20,000.00	-10,529.36	47.4%
Total Program and Project Consultants	179,429.53	272,950.00	-93,520.47	65.7%
TIRZ Administration Overhead				
Tax Consultants	1,868.40	2,000.00	-131.60	93.4%
Accounting Services	8,070.03	10,000.00	-1,929.97	80.7%
Administrative Services	16,928.50	35,000.00	-18,071.50	48.4%
Audit Services	9,000.00	10,000.00	-1,000.00	90.0%
Bank Charges	221.55	0.00	221.55	100.0%
Insurance - Liability	930.34	1,000.00	-69.66	93.0%
Office Expense	0.00	250.00	-250.00	0.0%
Total TIRZ Administration Overhead	37,018.82	58,250.00	-21,231.18	63.6%
Total Expense	668,159.95	778,254.00	-110,094.05	85.9%
Net Ordinary Income	-704,594.70	-493,160.00	-211,434.70	142.9%
Net Income	-704,594.70	-493,160.00	-211,434.70	142.9%

HARDY/NEAR NORTHSIDE TIRZ # 21
Balance Sheet Prev Year Comparison
As of May 31, 2021

	May 31, 21	May 31, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
BBVA Compass	-2,720.28	70,220.62	-72,940.90	-103.9%
Tex Pool AC 7932300001	516,384.39	690,707.36	-174,322.97	-25.2%
Total Checking/Savings	513,664.11	760,927.98	-247,263.87	-32.5%
Total Current Assets	513,664.11	760,927.98	-247,263.87	-32.5%
TOTAL ASSETS	513,664.11	760,927.98	-247,263.87	-32.5%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
*Accounts Payable	1,640.25	13,297.94	-11,657.69	-87.7%
Total Accounts Payable	1,640.25	13,297.94	-11,657.69	-87.7%
Total Current Liabilities	1,640.25	13,297.94	-11,657.69	-87.7%
Total Liabilities	1,640.25	13,297.94	-11,657.69	-87.7%
Equity				
*Fund Balance	1,216,618.56	1,229,429.33	-12,810.77	-1.0%
Net Income	-704,594.70	-481,799.29	-222,795.41	-46.2%
Total Equity	512,023.86	747,630.04	-235,606.18	-31.5%
TOTAL LIABILITIES & EQUITY	513,664.11	760,927.98	-247,263.87	-32.5%

HARDY/NEAR NORTHSIDE TIRZ # 21

Profit & Loss Detail

July 2020 through May 2021

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
Interest Income checking						
Deposit	07/01/2020			Interest		3.64
Deposit	08/01/2020			Interest		18.15
Deposit	09/01/2020			Interest		9.27
Deposit	10/01/2020			Interest		2.93
Deposit	11/01/2020			Interest		2.21
Deposit	12/01/2020			Interest		2.14
Deposit	01/01/2021			Interest		1.56
Deposit	02/01/2021			Interest		1.27
Deposit	03/01/2021			Interest		1.56
Deposit	04/01/2021			Interest		2.17
Deposit	05/01/2021			Interest		1.19
Total Interest Income checking						46.09
Interest on TexPool						
Deposit	07/31/2020			Interest		122.19
Deposit	08/31/2020			Interest		103.76
Deposit	09/30/2020			Interest		83.70
Deposit	10/31/2020			Interest		78.35
Deposit	11/30/2020			Interest		69.95
Deposit	12/31/2020			Interest		53.32
Deposit	01/31/2021			Interest		46.52
Deposit	02/28/2021			Interest		20.50
Deposit	03/31/2021			Interest		9.79
Deposit	04/30/2021			Interest		6.70
Deposit	05/31/2021			Interest		4.38
Total Interest on TexPool						599.16
Tax increments						
Genera...	07/01/2020	CPA 2...	*	City of Houston, TX	Receivable of Tax Increment due from City	-478,500.60
Deposit	07/08/2020			City of Houston, TX	Deposit	478,500.60
Total Tax increments						0.00
Total Income						645.25
Cost of Goods Sold						
Capital Improvement Plan						
T-2104 2600-3500 Block Main St						
Bill	12/14/2020	1336		Gauge Engineering LLC	Main Street Ped/Bike Improvements through 12.4.20	13,750.00
Bill	03/16/2021	1412		Gauge Engineering LLC	Main Street Ped/Bike Improvements through 3.12.21	4,477.50
Bill	05/13/2021	1468		Gauge Engineering LLC	Main Street Ped/Bike Improvements through 5.7.21	18,852.50
Total T-2104 2600-3500 Block Main St						37,080.00
Total Capital Improvement Plan						37,080.00
Total COGS						37,080.00
Gross Profit						-36,434.75
Expense						
Developer Reimbursement						
Bill	07/22/2020	Devel...		CRV Hardy Yards, L. P.	Reimbursement to CRV Hardy Yards	442,893.60
Total Developer Reimbursement						442,893.60
Other Types of Expenses						
Other Costs						
Bill	07/22/2020	02071		Houston Bike Share	Hardy Yards	8,818.00
Total Other Costs						8,818.00
Total Other Types of Expenses						8,818.00
Program and Project Consultants						
Planning Consultants						
Bill	09/21/2020	16		TIFWorks, LLC	General Consulting Services January through September ...	5,662.50
Bill	12/02/2020	17		TIFWorks, LLC	General Consulting Services September 20 through Dece...	4,278.50
Bill	01/15/2021	18		TIFWorks, LLC	General Consulting Services December 2 through January ...	1,050.00
Bill	04/14/2021	19		TIFWorks, LLC	General Consulting Services January 15 through April 14, ...	4,765.00
Bill	05/18/2021	20		TIFWorks, LLC	General Consulting Services April 14 through May 18, 2021	2,437.50
Total Planning Consultants						18,193.50

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06/18/21

Accrual Basis

HARDY/NEAR NORTHSIDE TIRZ # 21

Profit & Loss Detail

July 2020 through May 2021

Type	Date	Num	Adj	Name	Memo	Amount
Engineering Consultation						
Bill	12/14/2020	1334		Gauge Engineering LLC	On Call Engineering Services through 12.4.20	1,275.00
Bill	12/14/2020	1335		Gauge Engineering LLC	Capital Improvement Plan Development through 12.4.20	44,929.50
Bill	03/16/2021	1410		Gauge Engineering LLC	On Call Engineering Services through 3.12.21	430.00
Bill	03/16/2021	1411		Gauge Engineering LLC	Capital Improvement Plan Development through 3.12.21	71,141.86
Bill	05/13/2021	1467		Gauge Engineering LLC	Capital Improvement Plan Development through 5.7.21	33,989.03
Total Engineering Consultation						151,765.39
Legal Consultants						
Bill	07/31/2020	21888...		Bracewell LLP	General Counsel services through July 31, 2020	2,000.00
Bill	09/30/2020	21893...		Bracewell LLP	General Counsel services through September 30, 2020	1,200.00
Bill	10/31/2020	21893...		Bracewell LLP	General Counsel services through October 31, 2020	428.39
Bill	11/30/2020	21896...		Bracewell LLP	General Legal through November 30, 2020	300.00
Bill	12/31/2020	21898...		Bracewell LLP	General Legal through December 31, 2020	315.25
Bill	02/02/2021	21900...		Bracewell LLP	General Legal through January 31, 2021	1,000.00
Bill	02/28/2021	21902...		Bracewell LLP	General Legal through February 28, 2021	819.00
Bill	04/30/2021	21906...		Bracewell LLP	General Legal through April 30, 2021	3,008.00
Bill	05/31/2021	21909...		Bracewell LLP	General Legal through May 31, 2021	400.00
Total Legal Consultants						9,470.64
Total Program and Project Consultants						179,429.53
TIRZ Administration Overhead						
Tax Consultants						
Bill	07/01/2020	55573		Equi-Tax Inc.	July - June 2021 Consultant Services fee per Contract	1,868.40
Total Tax Consultants						1,868.40
Accounting Services						
Bill	08/31/2020	2100		The Morton Accounting Services	CPA Services and Invest. Officer July and Aug 2020	1,814.22
Bill	10/31/2020	2120		The Morton Accounting Services	CPA Services and Invest. Officer Sept and Oct 2020	4,441.59
Bill	12/31/2020	2158		The Morton Accounting Services	CPA Services and Invest. Officer Nov and Dec 2020	1,814.22
Total Accounting Services						8,070.03
Administrative Services						
Bill	07/31/2020	21888...		Bracewell LLP	Meeting services through July 31, 2020	4,906.25
Bill	08/31/2020	21889...		Bracewell LLP	Meeting services through August 31, 2020	472.50
Bill	09/30/2020	21893...		Bracewell LLP	Meeting services through September 30, 2020	6,048.00
Bill	10/31/2020	21893...		Bracewell LLP	Meeting services through October 31, 2020	1,680.75
Bill	11/30/2020	21896...		Bracewell LLP	Meeting services through November 30, 2020	166.50
Bill	02/02/2021	21900...		Bracewell LLP	Meeting services through January 31, 2021	2,414.25
Bill	05/31/2021	21909...		Bracewell LLP	Meeting services through May 31, 2021	1,240.25
Total Administrative Services						16,928.50
Audit Services						
Bill	09/17/2020	2020 ...		McCall Gibson Swedlund Barfoo...	FYE 06.30.20 Audit - Interim billing	7,000.00
Bill	10/31/2020	2020 ...		McCall Gibson Swedlund Barfoo...	FYE 06.30.20 Audit - Final billing	2,000.00
Total Audit Services						9,000.00
Bank Charges						
Check	07/15/2020				Service Charge	14.60
Check	08/15/2020				Service Charge	15.00
Check	09/15/2020				Service Charge	15.00
Check	10/15/2020				Service Charge	14.40
Check	11/15/2020				Service Charge	14.20
Check	12/15/2020				Service Charge	14.00
Check	01/15/2021				Service Charge	15.00
Check	02/02/2021				Service Charge	45.00
Check	02/15/2021				Service Charge	14.20
Check	03/15/2021				Service Charge	30.75
Check	04/15/2021				Service Charge	14.00
Check	05/15/2021				Service Charge	15.40
Total Bank Charges						221.55
Insurance - Liability						
Bill	12/01/2020	6754-...		Texas Municipal League Intergo...	2020-2021 FY Insurance	930.34
Total Insurance - Liability						930.34
Total TIRZ Administration Overhead						37,018.82
Total Expense						668,159.95
Net Ordinary Income						-704,594.70
Net Income						-704,594.70

No assurance is provided on these financial statements

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BRACEWELL

Hardy/Near Northside Redevelopment Authority
Melissa Morton, Bookkeeper
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

June 03, 2021
Invoice: 21909672
BA: 04674 Clark Stockton Lord

Our Matter: 0037619.000001 General Counsel
For Services Through May 31, 2021

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/24/21	Prepare for and attend board meeting,	Clark Stockton Lord	1.00	400.00	400.00
Total Fees					\$ 400.00

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clark Stockton Lord	Partner	1.00	400.00	400.00
Total Summary of Fees		1.00		\$ 400.00

Total Fees, Expenses and Charges on This Invoice **\$ 400.00**

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REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority
Matter: General Counsel

Invoice: 21909672

Matter No: 0037619.000001

Total Fees	\$ 400.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges for this Invoice	\$ 400.00
Total Current Billing on this Invoice	\$ 400.00
Balance Forward	\$ 3,008.00
Please Remit Total Balance Due on this Invoice	\$ 3,408.00

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

Wire Transfer Information

Wire to: Wells Fargo Bank, N.A., 420 Montgomery, San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account Number: 5436952757

ABA Number **(For Wire Transfers Only)**:121000248; **(For ACH's Only)**:111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include invoice number as a reference when sending the wire:**21909672**

Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

Credit Card Information

<https://www.e-billexpress.com/ebpp/Bracewell/>

BRACEWELL

Hardy/Near Northside Redevelopment Authority
Melissa Morton, Bookkeeper
1125 Cypress Station Drive
Building H-4
Houston, TX 77090

June 03, 2021
Invoice: 21909671
BA: 04674 Clark Stockton Lord

Our Matter: 0037619.000003 Meeting Services
For Services Through May 31, 2021

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/12/21	Research records and Secretary of State web site to coordinate with Mr. Clark for a report on Franchise Tax Reporting for Mr. DeLeon.	Brenda Presser	1.50	333.00	499.50
05/13/21	Review 2020-2021 conflict of interest file; Prepare annual conflict of interest form and related transmittal letter.	Tiffany M. Ehmke	0.75	311.00	233.25
05/13/21	Receive and review email correspondence.	Brenda Presser	0.50	333.00	166.50
05/26/21	Transmit requested documents to auditor.	Brenda Presser	0.50	333.00	166.50
05/27/21	Coordinate with TML regarding requested data for TIRZ; Prepare conflicts of interest submittal to the City.	Tiffany M. Ehmke	0.50	311.00	155.50
Total Fees					\$ 1,221.25

Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	1.25	311.00	388.75
Brenda Presser	Paralegal	2.50	333.00	832.50
Total Summary of Fees		3.75		\$ 1,221.25

BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

Invoice: 21909671

Expense Detail

<u>Date</u>	<u>Cost</u>	<u>Description</u>	<u>Amount</u>
04/15/21	Delivery Services/Messenger	3rd Party Courier 2021-04-15 Renee Weist #425308	19.00
Total Expenses			\$ 19.00
Total Fees, Expenses and Charges on This Invoice			\$ 1,240.25

BRACEWELL

REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority
Matter: Meeting Services

Invoice: 21909671

Matter No: 0037619.000003

Total Fees	\$ 1,221.25
Total Expenses	\$ 19.00
Total Fees, Expenses and Charges for this Invoice	\$ 1,240.25
Total Current Billing on this Invoice	\$ 1,240.25
Balance Forward	\$ 0.00
Please Remit Total Balance Due on this Invoice	\$ 1,240.25

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

Wire Transfer Information

Wire to: Wells Fargo Bank, N.A., 420 Montgomery, San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account Number: 5436952757

ABA Number **(For Wire Transfers Only)**:121000248; **(For ACH's Only)**:111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include invoice number as a reference when sending the wire:**21909671**

Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

Credit Card Information

<https://www.e-billexpress.com/ebpp/Bracewell/>

INVOICE

Date: 6/15/2021
Invoice # Number 21

TIFWorks, LLC
P.O. Box 10330
Houston, Texas 77206
(832)-978-5910
ralph@tifworks.com

To

Ed Reyes
Chairman of the Board
Hardy/Near Northside Redevelopment Authority
Tax Increment Investment Zone Number
Twenty-One, City of Houston

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	
Ralph De Leon	Hardy/Near Northside Redevelopment Authority General Consulting Services 5/18/2021 thru 6/15/2021	Due Upon Receipt	
<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
Labor (Hours)	Meetings, Travel, Mileage, Electronic Correspondence and Telephone Calls:		
3	Electronic and telephonic correspondence May 18, 2021 thru June 15, 2021, primarily related to Infrastructure Study and Gauge Engineering, District Place Making efforts and the SWA Group, Squidz Ink Web Site Designer, and Economic Development Staff and Equi-Tax on matters related to Amended Cypress Agreement, other Zone Consultants and various Board Members.	\$150.00	\$450.00
2	5/24/2021 –5/26/2021 Travel to Ed's house and Sylvia's to drop and retrieve checks for current invoices, printing of associated remittance pages, collation of checks, and travel to Post Office for mailing.	\$150.00	\$300.00
1.25	5/18/2021- 5/24/2021 – Review and coordination of Developer Reimbursement Agreement, Amendments, Restated Agreements, Tax Year 2020 Roll Updates with Equi-Tax requested by and needed by ED Staff at the City and related to Cypress Amended Agreement.	\$150.00	\$187.50
3.75	5/28/2021 – Infrastructure Committee Internal Meeting related to proposed Amendment No. 1, Task Order No. 2 Gauge Engineering, including review of Master Agreement, Task Orders No. 1, 2 & 3, preparation, mileage and travel to RDLR Architects.	\$150.00	\$600.00
3.5	6/4/2021- Infrastructure Committee Meeting with Gauge Engineers related to proposed Amendment No. 1, Task Order No. 2, pending Engagement Agreement with SWA Group and the need to merge the two disciplines (Gauge and SWA Group), including mileage and travel to RDLR Architects.	\$150.00	\$562.00
3.5	6/15/2021 –Review, edit, revisions and comment on Engagement Agreement(s) for SWA Group and Squidz Ink, including editing associated Work Orders/Task Orders.	\$150.00	\$525.00
8	6/3/2021-6/15/2021 – Draft Agenda June 21 st Board Meeting, draft Minutes from June 24 th Board of Directors Meeting, distribute same, retrieve reports and documents from consultants, assemble Board Packet, travel to City Hall to Post Agenda, including mileage and travel.	\$150.00	\$1,200.00
Total			\$3,750.00

Make all checks payable to TIFWorks, LLC

Thank you for your business!

TAB

FIVE

**PROFESSIONAL LANDSCAPE
ARCHITECTURAL SERVICES AGREEMENT**

This Professional Landscape Architectural Services Agreement (this “Agreement”) is effective as of the ____ day of _____, 2021, by and between HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY, a local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code (the “Authority”), and SWA GROUP, a _____ (the “Landscape Architect”). The Authority and the Landscape Architect are each a “Party” and collectively, the “Parties.”

**ARTICLE I
SERVICES OF LANDSCAPE ARCHITECT**

Section 1. General. The Landscape Architect perform professional landscape architectural services (the “Services”) for the Authority as authorized from time to time by written task orders (“Task Orders”) issued by Authority and accepted by Landscape Architect as evidenced by the parties’ signatures thereon. Specifics for each Project shall supplement this Agreement as Task Orders, beginning with Task Order No. 1 and continuing sequentially. Each Task Order issued by Authority shall clearly state that it is issued pursuant to this Agreement and shall describe the Services to be performed by the Landscape Architect pursuant to the Task Order (each, a “Project”), the schedule for performance of the Project, the method of pricing and/or compensation for the Project, and such other matters as may be pertinent to the individual authorization. No Project may commence without an agreed, signed Task Order therefor. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order.

Section 2. Design. If the Task Order includes plans and specifications for the Project, the plans and specifications shall be subject to the review and approval by the Authority or its designee, as well as the appropriate city, county, state, and federal agencies having jurisdiction over the Project, including but not limited to the City of Houston, Texas. The Landscape Architect’s work regarding design of the Project shall be deemed complete when all necessary approvals are obtained. In the event the drawings and specifications are not approved by any necessary agency because they do not conform to the agency’s design criteria in effect at the beginning of the design phase, the Landscape Architect agrees to redesign the drawings and specifications to conform to such criteria at no cost to the Authority.

If, after construction of the Project has begun, an error or omission due to the Landscape Architect’s negligence is discovered and the item can still be provided in the sequence of construction without premium to the Authority, the Authority will pay for this item just as if it had been included in the original design documents. If this error or omission is discovered out of sequence with the construction timetable, then the Landscape Architect will pay for the premium to have this item corrected or included, and the Authority will pay for this item as if it had been included in the original documents.

Section 3. Bidding. If applicable as authorized by Task Order, the Landscape Architect shall:

- A. assist the Authority with the advertisement of bids for the Project, including preparation and distribution of notices, invitations, bid conditions and pre-qualification forms, and attendance at pre-bid conferences;
- B. assist the Authority in the opening and tabulation of bids for construction of the Project, and consult with the Authority as to the proper action to be taken, based on the landscape architectural considerations involved;
- C. consult with and advise the Authority as to the professional responsibility and acceptability of the bidders and of subcontractors or persons proposed by the bidders, if required; and
- D. assist in the preparation and execution of formal construction contract documents using contract documents previously approved by the Authority (the “Contract Documents”).

Section 4. Construction. If applicable as authorized by Task Order, and subject to the provisions of Section 5 of this Article I, the Landscape Architect shall:

- A. make regular visits to the site to review the progress and quality of the executed work and to determine in general if the work is proceeding according to the Contract Documents. During visits to the construction site, and based on the Landscape Architect’s on-site observations as an experienced and qualified design professional, the Landscape Architect will keep the Authority informed of the progress of the work, and advise the Authority of material and substantial defects and deficiencies in the work of contractors which are discovered by the Landscape Architect or otherwise brought to the Landscape Architect’s attention during construction. The Landscape Architect may, on approval by the Authority, exercise whatever rights the Authority may have to disapprove work and materials as failing to conform to the Contract Documents. The Landscape Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material. Although the Landscape Architect will endeavor to protect the Authority against defects and deficiencies in the work of contractors or subcontractors, the Landscape Architect cannot guarantee the performance of contractors, nor be responsible for the actual supervision of construction techniques and operations or for the safety measures that contractors or subcontractors take or should take;
- B. consult with and advise the Authority issue all instructions to contractors requested by the Authority; and prepare and issue change orders as required, after approval by the Authority;
- C. based on on-site observations and review of applications for payment accompanied by data and schedules, determine the amounts owing to contractors and prepare monthly and final estimates for payments to such; furnish to the Authority any

necessary certifications as to payment to contractors, subcontractors, and suppliers; and assemble such written guarantees and maintenance bonds that the Contract Documents require;

- D. conduct final inspection of the Project for conformance with the design concept of the Project and in general compliance with the Contract Documents, and approve in writing final payments to the contractors;
- E. revise construction drawings (unless redrawing is required), with the assistance of the resident Project Representative based on information furnished by the contractor, to show changes made during construction; furnish a set of prints of these revised drawings to the Authority; and
- F. issue certification to the Authority that the Project or any phase thereof has been completed in general compliance with the Contract Documents.

Section 5. Standard of Care. All Services shall be of good quality and shall be performed in a professional manner. The standard of care for all Services performed or furnished by the Landscape Architect under this Agreement will be the care and skill ordinarily provided by competent professionals practicing under similar circumstances; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent landscape architect.

ARTICLE II. AUTHORITY'S RESPONSIBILITIES

The Authority, as its expense, shall do the following in a timely manner so as not to delay the provision of the Services under this Agreement. The Authority shall furnish Landscape Architect with all reports, studies, or site characterizations in its possession relating to each Project. The Authority shall designate a person to act as the Authority's representative with respect to the Services rendered under this Agreement. The Authority hereby names Ralph De Leon as its representative.

ARTICLE III. COMPENSATION

The Landscape Architect and the Authority hereby agree that Landscape Architect shall provide in each Task Order all fees and costs for the Project described in the Task Order. The Authority shall be responsible for payment of all invoices of the Landscape Architect for Services performed under this Agreement. Timing and method of payment by the Authority to the Landscape Architect shall be made in accordance with this Agreement and the applicable Task Order. If the Task Order is silent as to the timing of payments, payments shall be made in accordance with the Prompt Pay Act.

ARTICLE IV. TERMINATION/SUSPENSION

Either Party may terminate this Agreement upon 30 days' written notice to the other Party. Upon delivery of such notice, the Landscape Architect shall, unless the notice states otherwise,

immediately discontinue all Services and deliver to the Authority copies of all completed or partially completed designs, drawings, specifications, reports, or any other documents, including but not limited to electronic documents, prepared by the Landscape Architect pursuant to this Agreement within 14 days of the effective date of termination, at no additional cost to the Authority.

ARTICLE V. INSURANCE

The Landscape Architect shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, the Landscape Architect shall furnish to the Authority certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list the Landscape Architect, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. The Landscape Architect shall cause its insurance companies to provide the Authority with at least 30 days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. The Landscape Architect shall obtain such insurance from such companies having a Best rating of B+ /VII or better and licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Texas for all of Landscape Architect's employees or workers at the site of any project and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- B. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual pursuant to standard ISO policy form CG0001 and Independent, Contractors' Liability Broad Form Property Damage, Personal Injury / Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$2,000,000 general aggregate limit;
 - \$1,000,000 each occurrence, combined single limit
 - \$1,000,000 aggregate Products, combined single limit; and
 - \$1,000,000 aggregate Personal Injury / Advertising Liability.
- C. Automobile Liability coverage applying to owned (if any), non-owned and hired motor vehicles, with limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury, death, and property damage combined.
- D. Excess Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit, shall follow the form of the underlying coverages. It shall be excess over and be no less broad than Commercial General Liability,

Automobile Liability, Employer Liability as required, including but not limited to the required additional insured status, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations and will be primary to and not seek contribution from any other insurance maintained by Authority.

- E. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate. Landscape Architect's Professional Liability insurance shall cover all Services rendered by the Landscape Architect and its consultants or sub-consultants under the Agreement. Such policy shall cover claims arising out of all negligent acts, errors, and omissions by the Landscape Architect, its employees, and consultants that arise out of this Agreement or the Services performed by Landscape Architect, including vicarious liability. Any retroactive date must be effective prior to beginning of provision of Services to the Authority hereunder. This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from bodily injury or property damage.

The Authority and the Authority's agents and employees shall be added as additional insureds to all coverages required under this Agreement, except for workers' compensation insurance and professional liability insurance, using ISO form CG 2010 (0413) or equivalent. All policies written on behalf of the Landscape Architect shall contain a waiver of subrogation in favor of the Authority and the Authority's agents and employees, with the exception of professional liability insurance. In addition, all of the aforesaid policies except worker's compensation and liability and professional liability shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Authority, and without rights of contribution or recovery against the Authority or from any other insurance available to the Authority. The Landscape Architect, and not the Authority, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Landscape Architect.

ARTICLE VI. STANDARD TERMS AND CONDITIONS

Section 1. Ownership of Project Deliverables. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data, prepared for Authority for the Projects pursuant to this Agreement shall be the property of the Authority, provided that the Landscape Architect has received full compensation due pursuant to the terms of this Agreement and subject to all the following terms and conditions.

Section 2. Independent Contractor. In the performance of the Services herein agreed to, Landscape Architect shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of Landscape Architect or its subcontractors where appropriate.

Section 3. Amendment. This Agreement, upon execution by all Parties hereto, can be amended only by a written instrument signed by all Parties.

Section 4. Assignment. The Authority and Landscape Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Landscape Architect shall not assign this Agreement, nor any monies due or to become due to it hereunder, without the prior written consent of the Authority. Authority may, without the Landscape Architect's consent, assign this Agreement.

Section 5. No Waiver. No waiver of or default by any Party in the performance of any provision of this Agreement shall invalidate any other provision of this Agreement or operate as a waiver of any future default, whether like or different in character.

Section 6. No Third-Party Beneficiary. Nothing contained in this Agreement, nor the performance of the Parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the Authority's contractors, if any.

Section 7. Severability. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

Section 8. Authority. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

Section 9. Anti-Israel Boycott. Landscape Architect hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 10. Disclosure of Interested Parties (Form 1295). Landscape Architect will provide a completed and notarized Form 1295 generated by the Texas Ethic Commission (the "TEC")'s electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of Landscape Architect's Form 1295, the Authority agrees to acknowledge Landscape Architect's Form 1295 through its electronic filing application. Landscape Architect and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, neither the Authority nor its consultants are responsible for the information contained in Landscape Architect's Form 1295 and neither the Authority nor its consultants have verified such information.

ARTICLE VII. INDEMNITY PROVISION

- A. GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDSCAPE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS AUTHORITY, ITS EMPLOYEES AND DIRECTORS (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND

COLLECTIVELY AS THE “INDEMNITEES”) FROM AND AGAINST ALL THIRD PARTY CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES RECOVERABLE UNDER APPLICABLE LAW AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL;
2. TO THE EXTENT CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF LANDSCAPE ARCHITECT’S STANDARD OF CARE, BY THE LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL;
3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL;
4. DUE TO THE FAILURE OF LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL TO PAY ITS CONSULTANTS OR SUB-CONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR
5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES, OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS, AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT

UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE
LANDSCAPE ARCHITECT EXERCISES CONTROL.

- B. REIMBURSEMENT OF AUTHORITY'S FEES IN DEFENSE OF CLAIMS. To the extent Authority incurs attorneys' fees in defense of any claim asserted against the Authority which arises or results from the alleged acts or omissions of the Landscape Architect described in Section A of this Article VII, Landscape Architect shall reimburse Authority its reasonable attorneys' fees in proportion to the Landscape Architect's liability found after a final adjudication of liability.
- C. ADDITIONAL INSURED STATUS. Landscape Architect shall name the Authority as an additional insured on the Landscape Architect's general liability policy and provide the Authority any defense allowed under said policy. Any endorsement to Landscape Architect's general liability policy prohibiting or limiting the coverages required herein shall be modified such that the policy will respond to the obligations of the Landscape Architect as set forth in this section to the full extent allowed under Texas law.
- D. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Article or the additional insured requirements in Article V, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision or any part of any provision of this Agreement be held invalid, unenforceable, or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, section, and/ or Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- E. The obligations contained in this Article shall survive the expiration, completion, abandonment, and/ or termination of the Agreement and final completion of the Projects and Services to be provided pursuant to this Agreement to the extent and for the time periods provided allowed under Texas law.

No provision herein shall be construed to increase the Authority's liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the Authority may have.

**ARTICLE VIII.
ADDRESS OF NOTICE AND COMMUNICATIONS**

All notices and communications under this Agreement to be mailed to the Landscape Architect shall be to the following address:

SWA Group
712 Main Street
6th Floor
Houston, TX 77002

All notices and communications under this Agreement to be mailed or delivered to the Authority shall be to the following address:

Hardy/Near Northside Redevelopment Authority
c/o Bracewell LLP
Attn: Clark Stockton Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date and year set forth on the first page hereof.

**HARDY/NEAR NORTHSIDE
REDEVELOPMENT AUTHORITY**

Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

SWA GROUP, a _____

By: _____

Name: _____

Title: _____

APPROVED:

CITY OF HOUSTON, TEXAS

By: _____

Name: Andrew F. Icken

Title: Chief Development Officer

Date: _____

SINGLE SHEET OF PLAIN
COLORED PAPER

EXHIBIT A

TASK ORDER #1

SWA's workplan for the Task Order #1 for Hardy / Near Northside Redevelopment Authority ("the Authority") is described in the following nine tasks with an estimated duration of forty-three weeks and professional fee of \$100,000. The purpose of these services is threefold: to prepare guidance tools that are coordinated with and informs the Authority's capital projects planning and budgeting; to communicate the Authority's urban design aspirations through relevant design standards to a broad constituency living and investing into the community; and to secure the community's voice in the process, one that is transparent, inclusive and fun.

PROJECT WORKPLAN AND TASKS

1. BOARD WORKSHOP #1

Purpose:

The SWA Team will prepare for and facilitate a detailed conversation with and among the Authority to discuss the project goals, workplan, tasks, background studies, expected outcomes and products. This will provide an early forum to confirm the scope items, discuss questions and significant issues, confirm communication protocols, and determine specific dates / milestones that SWA can use to organize a project calendar.

Procedure:

Following approval of Work Order #1, SWA will arrange a time and place convenient to the Board for a 2 1/2-hour meeting. Following the meeting, SWA will draft a meeting record and distribute to the Authority, including listed deliverables below.

Proposed Timeline & Duration:

Weeks 1 - 4

Estimated Weighted Value:

7% of Total Fee; \$7k

Deliverables:

- a) Coordination with the Authority on meeting, including logistics, venue and workshop agenda
- b) Preparation for and facilitation of meeting by SWA Team including exhibits
- c) Meeting record documenting Project Goals / Background / Priorities / Outcomes
- d) Meeting Record / Revisions
- e) Project Schedule

Note: All deliverables are electronic in PDF format.

2. RESEARCH

Purpose:

The body of recent studies addressing Hardy / Near Northside (the "Project Area") is relatively generous. The SWA Team will verify that our review covers these available studies and insure that we are familiar with the content, findings, recommendations and actions, as these may apply. We will start this work immediately and be prepared to discuss an overview at the Board Workshop #1. This will build on the initial pre-contract work by the SWA Team in understanding the Project Area.

In particular, the SWA Team will benchmark the various studies with respect to goals, priorities and outcomes that are specifically given priority by the Board. The SWA Team will also prepare a high-level, summary SWOT Analysis and prepare a preliminary neighborhood districts framework plan that begins to distinguish sub-areas and boundaries of the Project Area in order to understand the differentiating character of each.

Procedure:

The SWA Team will compile a list of available studies to identify any gaps, and populate the recommendations, actions and associated projects of each into a compendium matrix so that these are easily viewable. In parallel, the SWA Team will develop a summary SWOT Analysis and a draft annotated neighborhood districts framework plan. These products will be presented and discussed at Board Meeting #1.

Proposed Timeline & Duration:

Weeks 1 - 7

Estimated Weighted Value:

8% of Total Fee; \$8k

Deliverables:

- a) Background Studies Matrix
- b) Summary SWOT Analysis
- c) Draft Neighborhood Districts Framework Plan
- d) Revisions to the above documents per Authority's comments

Note: All deliverables are electronic in PDF format.

3. COMMUNITY EVENT #1

Purpose:

The first community event provides an early opportunity for the Board and SWA Team to: introduce the Authority, SWA Team and the project; benchmark recent and current studies, initiatives and priorities; present the draft SWOT Analysis; and, the annotated neighborhood districts framework plan. The intent is to familiarize the Community with the project's goals and subject matter, and get inputs (comments, questions, project and priority suggestions, concerns) that can then be used to confirm local priorities and expected outcomes in formulating future actions and projects.

Procedure:

SWA will use the project schedule agreed to at Board Meeting #1 to plan for Community Event #1. Planning will include arranging a time and place convenient to the community for a 2-hour, 6PM – 8PM event. Generally, the meeting will be an open house format, starting with an introduction / greeting and short, formal presentation. The community will then be invited to visit topical stations and engage with the SWA Team and Authority. Following the meeting, SWA will draft a meeting record and distribute to the attendees, including listed deliverables below. At Board Meeting #1 and as part of the communication protocols, SWA and the Authority will determine best methods for noticing public meetings, ensuring broad attendance and disseminating information.

Proposed Timeline & Duration:

Weeks 8 - 12

Estimated Weighted Value:

10% of Total Fee; \$10k

Deliverables:

- a) Advance planning and documentation preparation; coordination with Authority on date, format, noticing and venue (noticing and venue are the responsibility of the Authority, depending on its requirements)
- b) Event Program Announcement and agenda (8 ½" x 11" copies)
- c) Preparation and production of presentation and topic station exhibits (24" x 36")
- d) Event hosting, facilitation and presentation
- e) Record of summary outcomes and findings

Note: All deliverables are electronic in PDF format, except as noted.

4. BOARD WORKSHOP #2

Purpose:

The SWA Team will prepare for and facilitate a second workshop with the Authority to discuss the outcomes for the Community Event #1. This workshop will start to set the policy directions for the Area Plans and Area Guidelines to follow in upcoming tasks 5 and 6. In particular, it will provide the forum to discuss and confirm a full range of current and possible new priority projects ideas, and calibrate appropriate urban design guidelines and their implementation (by the Authority and by third parties). Importantly, the SWA Team will work with the Authority to select specific areas for the Area Plans and Area Guidelines tasks.

Procedure:

Following Community Event #1, SWA will arrange a time and place convenient to the Authority for a 2 1/2-hour meeting. The SWA Team will prepare the materials to present at the meeting as well as facilitate the proceedings. Following the meeting, SWA will draft a meeting record and distribute to the Authority, including revisions to the listed deliverables below.

Proposed Timeline & Duration:

Weeks 13 – 19

Estimated Weighted Value:

9% of Total Fee; \$9k

Deliverables:

- a) Coordination with the Authority on meeting, including logistics, venue and workshop agenda
- b) Preparation for and facilitation of meeting by SWA Team including exhibits
- c) Revisions to record of Community Event #1
- d) Schedule update, as necessary
- e) Final Summary SWOT Analysis
- f) Final Neighborhood Districts Framework Plan
- g) Meeting Record / Revisions
- h) Preliminary priority area projects ideas memo
- i) Preliminary area public realm guidelines memo

Note: All deliverables are electronic in PDF format.

5. AREA PLANS

Purpose:

For the purposes of this Task Order scope, the Neighborhood Districts Plan represents the basic planning framework for the Project Area. Using the Neighborhood Districts Plan and the Preliminary Priority Area Projects, the SWA Team will prepare up to three (3) specific area plans. The selected areas will represent those areas in the Near Northside / Hardy where: significant investment is already planned; new projects are proposed; potential projects identified during Tasks 1 – 4 above; and / or represent important focus areas, as deemed by the Authority. The Area Plans will depict: notable urban characteristics (features, constraints and opportunities) and associated projects (current, proposed, potential, including projects by parties other than the Authority).

Procedure:

The SWA Team will draft the Area Plans using inputs from the Board Workshops and Community Event. This includes inputs from current work by the Authority's other consultants. The SWA Team will prepare these as annotated plans both in a layered and composite fashion, and at scales suitable both as exhibit and in document formats. The Area Plans will be presented together with Task 6. Area Guidelines at the Board Workshop #3.

Proposed Timeline & Duration:

Weeks 24 – 30

Estimated Weighted Value:

14% of Total Fee; \$14k

Deliverables:

Draft Area Plans Document (1 – 3 areas)

Note: All deliverables are electronic in PDF format.

6. AREA GUIDELINES

Purpose:

As a companion to and strategy for implementing the Area Plans, the Area Guidelines will document the aspirations of the Authority to build, grow and maintain a certain urban character in the Project Area (particularly in its public realm) as achieved through a set of design standards (elements, finishes and features). The guidelines will address typical public realm elements including street ROW section, pedestrian use zones, street trees / vegetation, paving materials, seating, fencing, lighting and other amenities. The Area Plans will probably each have differences in urban character that will dictate a specific set of urban design guidelines. To account for these differences, the Area Guidelines will be a single document but formatted to be adaptable and flexible, and with references to each Area Plan.

Procedure:

The SWA Team will draft the Area Guidelines using inputs from the Board Workshops and Community Event. Most importantly, they will be formulated as part of and to underpin the Area Plans. Inputs from current work by the Authority's other consultants will also be solicited. The SWA Team will prepare these as an easy-to-use, graphically-rich but simply illustrated reference document. The Area Guidelines will be presented together with Task 5. Area Plans at the Board Workshop #3.

Proposed Timeline & Duration:

Weeks 26 – 32

Estimated Weighted Value:

25% of Total Fee; \$25k

Deliverables:

Draft Area Guidelines Document

Note: All deliverables are electronic in PDF format.

7. BOARD WORKSHOP #3

Purpose:

To review and discuss the Area Plans and Area Guidelines and make recommendations and comments to be incorporated into the final drafts of these documents.

Procedure:

SWA will arrange a time and place convenient to the Authority for a 2 1/2-hour meeting. The SWA Team will prepare the materials to present at the meeting as well as facilitate the proceedings. Following the meeting, SWA will draft a meeting record and distribute to the Authority, including revisions to the listed deliverables below to be made in Task 8.

Proposed Timeline & Duration:

Weeks 33 – 34

Estimated Weighted Value:

9% of Total Fee; \$9k

Deliverables:

- a) Coordination with the Authority on meeting, including logistics, venue and workshop agenda
- b) Preparation for and facilitation of meeting by SWA Team including exhibits
- c) Schedule update, as necessary
- d) Meeting Record / Revisions
- e) Draft Final Area Plans Document
- f) Draft Final Area Guidelines Document

8. FINAL PLANS & GUIDELINES

Purpose:

This task will finalize the Area Plans and Area Guidelines based on Board Workshop #3 and any additional, timely comments.

Procedure:

Following the last Board Workshop, the SWA Team will make final edits to the two documents. SWA will discuss with the Authority on how best to disseminate and make copies available to interested audiences, either through its own website or another.

Proposed Timeline & Duration:

Weeks 35 – 40

Estimated Weighted Value:

10% of Total Fee; \$10k

Deliverables:

- a) Final Area Plans Document
- b) Final Area Guidelines Document

Note: All deliverables are electronic in PDF format, except as noted.

9. COMMUNITY EVENT #2 ROLL OUT

Purpose:

To mark and celebrate the end of the Project, and feature the results of the work, a community event will be held to roll out the work accomplished by the Community, the Authority and SWA Team.

Procedure:

SWA will use the project schedule agreed to at Board Meeting #1 (with any updates) to plan for Community Event #2. Planning will include arranging a time and place convenient to the community for a 2-hour, 6PM – 8PM event. Generally, the meeting will be an open house format, starting with an introduction / greeting and short, formal presentation. The community will then be invited to visit topical stations and engage with the SWA Team and Authority. Following the meeting, SWA will draft a meeting record and distribute to the attendees, including listed deliverables below.

Proposed Timeline & Duration:

Weeks 40 – 43

Estimated Weighted Value:

8% of Total Fee; \$8k

Deliverables:

- a) Advance planning and documentation preparation; coordination with Authority on date, format, noticing and venue (both the responsibility of the Authority, depending on its requirements)
- b) Event Program Announcement and agenda (8 ½" x 11" copies)
- c) Preparation and production of presentation and topic station exhibits (8 ½ "x 11" / 24" x 36")
- d) Event hosting, facilitation and presentation

Note: All deliverables are electronic in PDF format, except as noted.

TOTAL – 43 Weeks / \$100k fixed-fee, including expenses (billed monthly on percent completion)

END OF DOCUMENT

Approved By:

Hardy / Near Northside Redevelopment Authority

Date

City of Houston

Date

DRAFT

TAB

SEVEN



MASTER SERVICE AGREEMENT

This Master Services Agreement (the “Agreement” or “Master Services Agreement”) is entered into as of _____ (the “Effective Date”) by and between **Squidz Ink Design, Inc.**, a Texas corporation (“SID”), and **Hardy/Near Northside Redevelopment Authority**, a local government corporation created and organized under the provisions of Chapter 431 of the Texas Transportation Code (the “Client”). SID and the Client are each a “Party” and together are “Parties” to this Agreement.

RECITALS

1. Client desires to engage SID in one or more projects involving marketing and/or other professional services for Client.
2. The Parties desire that certain terms of each specific project shall be set forth in a separate written statement of work which is signed by both Parties (“SOW”).
3. The Parties desire that the remainder of the contractual terms for any project by SID for Client be governed by this Master Services Agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SID and the Client hereby mutually agree as follows:

AGREEMENTS

Article I. Scope of Services/Incorporation of SOWs.

1. The Parties agree that the terms set forth in each SOW executed by both Client and SID shall be incorporated into this Master Services Agreement as if set forth herein, regardless whether the SOW references this Master Services Agreement. The services provided by SID to Client, referenced in each SOW, are referred to herein as “Services.”
2. The Services shall be limited to the specific services, core objectives and key components set forth in each SOW. Any change to any SOW must be agreed to in writing by both Parties.
3. To the extent that there are any conflicts in terms between this Master Services Agreement and any SOW, then the terms of the SOW shall control.
4. All Services shall be of good quality and shall be performed by SID in a professional manner (“Standard of Care”). The Standard of Care for all services performed or furnished by SID under this Agreement will be the care and skill ordinarily provided by competent professionals practicing under similar circumstances; and as expeditiously as is prudent. SID will be responsible for all damages sustained by Client as a result of a failure to abide by its Standard of Care.



Article II. Compensation.

1. Consulting Fee. Client shall pay SID the amounts set forth in each SOW. All such payments shall be payable within forty-five (45) days of receipt of an invoice from SID. Client shall not pay for any Services not rendered.
2. Expenses. SID shall document and invoice on a monthly basis all reasonable business and administrative expenses incident to proper completion of Services hereunder, payable by the Client within forty-five (45) business days of the receipt of such invoice by the Client. Individual expenses of more than \$200.00 shall “receive prior written approval from an authorized representative of the Client. Online/web services and communications will be considered an expense and billed as incurred.
3. Late Payments. In the event that Client fails to deliver payment within the time frames set forth above, Client agrees to pay interest on late payments in accordance with the Prompt Pay Act.

Article III. Covenants.

1. Confidentiality; Trade Secrets.

- a. SID recognizes, acknowledges and agrees that it will be provided with and have access to trade secrets, information not generally available to the public and other confidential information of the Client (hereinafter “Confidential Information”) and that all information provided by the Client to SID is proprietary to the Client. Except as otherwise provided in Section 1(d) of this Article III, SID will not, during or after the term of this Agreement, make any use of or divulge, communicate or otherwise disclose any of such Confidential Information to any person or firm, corporation, association, or other entity for any reason or purpose whatsoever. SID shall require any consultant providing Services to the Client hereunder to enter into a confidentiality agreement with respect to the Confidential Information. Such confidentiality agreement shall be consistent with the terms of this Agreement.
- b. SID agrees not to make improper or unauthorized use of or to divulge, communicate or otherwise disclose any Confidential Information, including trade secrets, information not generally available to the public and other Confidential Information, of current or former clients or any other third party, other than the Client and those persons designated in Section 1(c) of this Article III, in carrying out SID’s duties for the Client. SID agrees to treat all such third party information as the Confidential Information and proprietary property of said current or former clients or third parties.
- c. The Client and SID agree that, for the purposes of this Agreement, (i) third parties whose duties for the Client require access to the Confidential Information, (ii) subcontractors for SID who, in performing SID’s duties under this Agreement, require access to the Confidential Information, provided that: (A) such third parties, subcontractors and persons



or entities (the “Recipients”) have agreed in writing with either the Client or SID, as applicable, in terms no less protective than the confidentiality obligations of this Agreement, to keep confidential the Confidential Information; (B) the Recipients have agreed in writing with either the Client or SID, as applicable, not to use the Confidential Information for their own benefit or the benefit of any party or entity other than the Client or SID; and (C) the Recipients have agreed in writing not to make improper or unauthorized use of or disclose any Confidential Information.

- d. Confidential Information shall not include information which: (i) was known to SID prior to the time of disclosure by the Client; (ii) is or becomes generally available to the public through no breach of any agreement or other wrongful act by SID; (iii) was lawfully received by SID from a third party without any obligation of confidentiality; (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority or (v) is developed by SID personnel who did not have access to the Confidential Information.
- e. All such Confidential Information shall remain the property of the Client. SID shall return such information to the Client, if requested by the Client. The nondisclosure obligations undertaken herein by SID shall survive and continue after the termination of this Agreement.

2. Non-Competition.

- a. During the Term of this Agreement, SID shall not, without the Client’s prior written consent, provide services to any of its other clients who engage in any business that is in competition with the “Business” of the Client in such a manner as would be contrary to the interests of the Client.
- b. “Business” shall mean those portions of the Client’s business to or for which SID is currently providing Services under this Agreement.
- c. Nothing contained in this Agreement shall be deemed (i) to preclude SID from advising or providing services to its other clients who engage in the Business in a manner consistent with the interests of the Client as known to SID at that time; (ii) to preclude SID from advising or providing services to its other clients who engage in the Business on matters unrelated to the interests of the Client.
- d. SID acknowledges that it will derive significant value from the Client’s agreement to provide SID with access to Confidential Information to enable SID to optimize the performance of SID’s duties for the Client. SID further acknowledges and agrees that its fulfillment of the obligations contained in this Agreement, including, but not limited to, SID’s obligation neither to disclose nor to use Confidential Information other than for the Client’s exclusive benefit and SID’s obligation not to compete contained in Section 2(a) of this Article III, is no more than necessary to protect the Client’s Confidential



Information and, consequently, to preserve the Client's value and goodwill. SID also acknowledges and agrees that the time and geographical limitations of SID's obligations under Section 2(a) of this Article III are reasonable, especially in light of the Client's desire to protect its Confidential Information, and that SID will not be precluded from advising or providing services to its other current or future clients so long as SID is not in violation of this Article III, Section 2 during the period and in the geographical area as described above.

3. **Files and Records.** All files, records, databases, written materials, correspondence, accounting data, forms, documents, drawings, prospect lists and similar items developed by SID for the Client in relation to this Agreement shall remain the exclusive property of the Client. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by SID, if requested by Client, upon completion of Services. SID may retain one (1) complete set of reproducible copies of all of its instruments of service.
4. **Modification.** If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in Sections 1, 2 and 3 of this Article III is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Article IV. Term, Renewals and Extensions; Termination.

1. **Term, Renewal and Extensions.** The Agreement shall be in effect for an initial period of twelve (12) months commencing on the Effective Date. Unless the Parties agree otherwise or unless either Party provides written notice at least ten (10) days prior to the end of the initial period or, if applicable, the then-current renewal period, then the Agreement shall automatically extend on the same terms for additional, successive twelve (12) month renewal periods. Each such renewal period will be considered part of the "Term".

2. **Termination.**

- a. The Parties may terminate this Agreement at any time by mutual written consent.
- b. If either Party is in default of performance of any obligation under this Agreement, or in the payment of any fees due and owing under this Agreement, the Party that is not in default may give written notice of the default to the other Party, and if the Party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the Party giving notice that the default does not exist, the Party giving notice may terminate this Agreement upon expiration of the thirty (30)-day period.

Article V. General Provisions.



1. Publicity. Neither Party will use the name(s), trademark(s) or trade name(s) of the other Party without such Party's prior written consent.
2. Independent Contractor. It is understood and agreed by the Parties that SID is an independent contractor and nothing herein contained shall be deemed to create an agency, employment, joint venture, partnership or franchise relationship between the Parties. SID will not be entitled to participate in any employee benefits or benefit plans of the Client. Except as otherwise provided herein or in writing by the Client, SID will have no power or right to enter into contracts or commitments on behalf of the Client. SID will be solely responsible for the withholding or payment of all applicable federal, state, and local income taxes, social security taxes, unemployment and sickness or disability insurance and other payroll taxes with respect to SID and its employees or consultants in connection with the Services performed under this Agreement. The Parties hereby acknowledge and agree that the Client shall have no right to control the manner, means or method by which SID performs the Services. Rather, the Client shall be entitled to direct SID with respect to the elements of the Services and the results desired by the Client, to inform SID as to where and by when the Services shall be performed, and to review and assess the performance of the Services by SID for the limited purposes of assuring that the Services have been performed and confirming that such results were satisfactory.
3. Compliance with Applicable Laws and Regulations. In performing this Agreement, SID and any of its employees, officers, directors, subconsultants or agents shall comply with all applicable laws, rules, regulations and policies of the United States of America and any state, local or foreign jurisdiction where Services are to be performed.
4. Notices. Any notices to be given hereunder may be effective and will be deemed received by the other party if delivered either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses appearing below and shall be considered received by the other party within three days of mailing. Each Party may change its address by written notice of such fact.

SID: Cole Schweikhardt
President, Squidz Ink Design, Inc.
1005 E 27th Street
Houston, TX 77009

Client: Hardy/Near Northside Redevelopment Authority
c/o Bracewell LLP
Attention: Clark Lord
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770

5. Indemnification. **SID AGREES THAT IT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CLIENT FROM AND AGAINST ANY AND ALL LOSSES,**



CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES CLIENT MAY SUSTAIN OR INCUR AS A RESULT OF THE (A) BREACH OR VIOLATION OF THIS AGREEMENT BY SID, OR (B) WRONGFUL INTENTIONAL ACTS OR OMISSIONS BY SID, OR (C) ACTS OF TRADEMARK OR COPYRIGHT INFRINGEMENT BY SID, AND FOR WHICH RECOVERY IS SOUGHT BY A THIRD PARTY AGAINST THE CLIENT, UNLESS THE MATERIAL THAT IS THE SUBJECT OF THE THIRD PARTY CLAIM WAS PROVIDED TO SID BY THE CLIENT. THE LIMIT OF LIABILITY UNDER SECTION 6 OF THIS ARTICLE V DOES NOT APPLY TO THIS INDEMNIFICATION.

6. Limitation of Liability. Except with respect to the indemnity provided in Section 5 of this Article V, and as otherwise specifically stated in this Agreement: (a) neither Party to this Agreement shall be liable to the other Party for any indirect, incidental, exemplary, punitive, special, loss of use or consequential damages, however caused, whether as a consequence of the negligence of the other Party or otherwise; regardless of whether the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen by the Party, and regardless of whether an action is based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise; or (b) in no event whatsoever shall SID's total liability arising out of this Agreement exceed in the aggregate the amount of funds received by SID as compensation under this Agreement pursuant to Article II, Section 1. No liability shall attain in favor of either Party to this Agreement as against any officer, director, member, agent or employee of SID or the Client, but the Parties will look solely to the assets of the Client or SID, as applicable and liable, for satisfaction of claims relating to this Agreement. The exclusion of consequential and related damage, including but not limited to, loss of profits, special, incidental, indirect damage, does not apply to the indemnification under Section 5 of this Article V.
7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous arrangement or understanding with respect to that subject matter. There are no oral agreements between the Parties hereto. SID shall remain primarily responsible and liable for all work and obligations under this Agreement. In addition, SID shall verify that any SID consultants performing work pursuant to this Agreement shall comply with the terms of this Agreement. SID shall be responsible for the acts and omissions of its subcontractors, consultants and those of whom SID has control.
8. Amendments; Waivers. No provision of this Agreement may be amended, waived, changed, or modified except by an agreement in writing, signed by each of the Parties hereto. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party hereto to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.



9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. The Parties hereby agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be, adjudicated by the relevant federal or state courts located in Houston, Harris County, Texas. Each Party hereby consents to the jurisdiction of such state and federal courts located in Houston, Harris County, Texas, in any such action and expressly waives any and all objections it may have as to venue in any of such courts. The losing Party in any litigation or other formal dispute resolution procedure shall pay the attorneys' fees and court costs of the prevailing Party, as well as any other relief granted pursuant to Texas Local Government Code Section 271.153.
10. Assignment. A portion of the Services as described in Article I of this Agreement may be assigned and performed by consultants to SID incident to proper completion of such Services and with the prior written consent of the Client. SID shall be responsible for the acts and omissions of its subcontractors, consultants and those of whom SID has control.
11. Severability. The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to either Party.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.
13. Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
14. Joint Preparation. This Agreement shall be deemed to have been jointly prepared by each Party hereto, and no ambiguity herein shall be construed for or against either Party based upon the identity of the author of this Agreement or any portion hereof.
15. Domain Ownership. Client shall own all website domains created pursuant to this Agreement.
16. Anti-Terrorism Verification. SID hereby represents and warrants that, for purposes of compliance with Section 2252.152 of the Texas Government Code, at the time of this Agreement neither SID, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of SID, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.
17. Chapter 2271 Verification. By signing and entering into the Agreement, SID verifies, pursuant to Chapter 2271 of the Texas Government Code, it does not boycott Israel and will not boycott



Israel during the term of the Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. Disclosure of Interested Parties (Form 1295). SID will provide a completed and notarized Form 1295 generated by the Texas Ethic Commission (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a “Form 1295”), in connection with entry into this Agreement. Upon receipt of SID’s Form 1295, the Client agrees to acknowledge SID’s Form 1295 through its electronic filing application. SID and the Client understand and agree that, with the exception of information identifying the Client and the contract identification number, neither the Client nor its consultants are responsible for the information contained in SID’s Form 1295 and neither the Client nor its consultants have verified such information.
19. Cyber Liability Insurance. SID shall maintain during the Term of this Agreement cyber liability insurance with limits of not less than \$500,000 for each claim/annual aggregate. SID’s cyber liability insurance policy shall (i) include coverage for, at a minimum, regulatory violations and copyright infringement, (ii) name the Client as an additional insured (iii) contain a waiver of subrogation in favor of the Client, and (iv) be endorsed to provide that the coverage is primary, non-contributing.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Squidz Ink Design Incorporated

Hardy/Near Northside Redevelopment Authority

 Cole Schweikhardt
 President
 Date:

 Chairman, Board of Directors
 Hardy/Near Northside Redevelopment
 Authority
 Date:

APPROVED:
 City of Houston, Texas

 Andrew F. Icken
 Chief Development Officer
 Date:



STATEMENT OF WORK

June 15, 2021

SID will provide services to Client related to the creation of a website that will present appropriate public information. The website will leverage the WordPress content management system, existing open source and premium (paid) plugins, themes and widgets geared to provide appropriate website functionality.

Services will include but are not limited to the following:

- Creation of a website design mockup, in PDF format, sampling at least three key page layouts, followed by up to two rounds of design revision
- Production and integration of final design into a WordPress content management system based website
- Deployment of webserver development space accessible only to the Client and other appropriate parties
- Integration of the initial content required for site launch
- Website hosting and system maintenance (see attached hosting description chart)
- Website content management training and support
- Website content and media source file processing and handling
- Purchase of website domain “hardynearnorthside.com”
- Migration of completed website to live, public website server using hardynearnorthside.com domain.
- Post launch website testing
- Creation of a logo for the Client via three initial concepts, two rounds of revision to the desired concept and production of a core file asset library

Services may include:

- Consulting regarding desired website function and certain media file presentation options
- Identification of WordPress plugins that may facilitate certain website functionality
- Purchase of plugin licensing on behalf of Client
- Consulting regarding out of scope development, media file production, multimedia/interactive content creation and integration

Services that may require scope expansion:

- Animation/multimedia creation
- Custom programming and development for yet to be defined features and functionality
- Additional graphic design beyond the scope of the website and logo



Fee Structure

Category	Hourly Rate
----------	-------------

Web Developer	\$125.00
---------------	----------

Graphic/Web Designer	\$100.00
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Estimated costs:

Website design and development:	\$7,000
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Website hosting, system maintenance support \$1,188.00/year	
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Logo design, deliverable file asset library:	\$1000
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Additional design and/or development after logo approval and site launch that is beyond hosting and maintenance will be charged at the hosting plan's stated discounted hourly rates and will require a separate SOW.



HOSTING DESCRIPTION CHART

SERVICE	START UP PLAN \$99/MO
Core Wordpress Updates	
Plugin Updates	
Backup Management	
Security	Basic site security/ scanning/monitoring via free security plugin*
Labor Retainer – hours per month***	1/2 hr included + \$85/hour discounted rate for add'l hours
General Support	Site Admin usability, content management assistance, troubleshooting

***Non-rollover hours, expire at the end of each billing month.

TAB

NINE

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY
TIRZ NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS
CALENDAR YEAR 2021 – Version 3**

Calendar Year 2021	Board Meeting Date	Infrastructure Committee	Parks Committee
JANUARY	Monday, 25 th	Friday, 22 nd	
FEBRUARY	Break		Friday, 19 th
MARCH	Monday, 22 nd	Friday, 19 th	
APRIL	Break		Friday, 16 th
MAY	Monday, 24 th	Friday, May 21 st	
JUNE	Monday, 21 st		Friday, 18 th
JULY	Break	Friday, 16 th	
AUGUST	Break	Friday, 13 th	Friday, 20 th
SEPTEMBER	Monday, 20 th	Friday, 17 th	
OCTOBER	Monday, 25 th	Friday, 22 nd	Friday, 15 th
NOVEMBER	Monday, 22 nd	Friday, 19 th	
DECEMBER	Break	Friday, 10 th	Friday, 17 th

- Board of Directors meetings will be held on the fourth Monday of the Month at 9:00 a.m., via Zoom.
- Infrastructure Committee meetings will be held on the third Friday of the Month at 3:00 p.m., both in person (as needed) at the Lindale Community Center and virtually via Zoom.
 - Infrastructure Committee activities will be driven by the adopted CIP, and ongoing Gauge Engineering study of Zone infrastructure, both existing conditions and future needs.
- Parks Committee will be held both in person on the third Friday of the month at 3:00 p.m. at the Lindale Community Center and virtually via Zoom.
 - Parks Committee activities will initially center around negotiations with METRO regarding certain identified Tracks of Land. Then transition into planning, programming and design as needed.