



**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
OCTOBER 22, 2026**



**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint regular meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, October 22, 2026, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door), Houston, Texas 77002.

The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

<https://midtownhouston.com/midtown-event/mra-board-meeting-3/>

Click big blue button "TEAMs Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

Or dial in by phone and enter the phone ID when prompted

Phone: +1 872-256-8243

Phone ID 355 736 852#

The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone (**Board Action**)
 - a. Minutes for September 24, 2026
4. Consent Agenda for the Authority (**Board Action**)
 - a. Minutes for September 24, 2026
5. Proposed project at 801 McGowen Street (**Board Action**)
6. Annual Review of Investment Policy and list of Qualified Broker/Dealers
7. Monthly Financial Report for September 30, 2026 (**Board Action**)

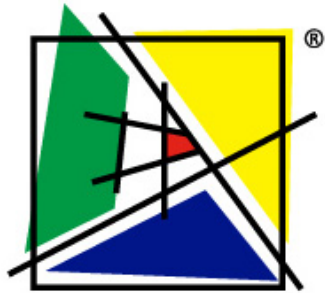
8. Present Investment Report for the quarter ending September 30, 2026
9. Landscape Architecture Services Work Order Renewal– Design Workshop (**Board Action**)
10. Affordable Housing Program
 - a. City of Houston Housing and Community Development Department Report
 - b. Trinity East Village Community Development Corporation Request for Second Amendment to Exclusive Option Agreement. (**Board Action**)
11. Executive Directors Report
12. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

Adjournment.



J. Allen Douglas
Chairman
AJD/kw



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ZONE
CONSENT AGENDA

**MINUTES OF THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**

September 24, 2026

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, September 24, 2026, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
2	Terence Fontaine	7	Chris Williams
3	Michael Lewis	8	James Gilford
4	Tiffani Robinson	9	Zoe Middleton
5	Allen Douglas		

and all of the above were present in person at the meeting location except Directors Lewis, Foster and Johnston via video conference.

In attendance were Authority staff members Marlon Marshall, Kayler Williams, Madison Walkes, Chandler Snipe-Prince, Rena Leddy of Urban Place Consulting Group, Inc.; Clark Lord of Greenberg Traurig LLP; Melissa Morton of The Morton Accounting Services; Hector Maldonado and Jessica Ortiz of Carr, Riggs & Ingram; Amy Connolly of the City of Houston Housing and Community Development; Jay Hickman of the Amanda Hansen Group; Zack Martin of Martin Construction Management & Designs; Amari Superville of District 147 State Representative Jolanda Jones; Kandi Schramm, Consultant; Bob Bradford, Consultant; LeRon Wilson, NyJah Mahoney and Nas'Zuria White of HCFBRDA-TIRZ 25; Victor Odili of Gloria-Arthur, LLC; Benjamin Smith and Monica Smith of Change Happens CDC.

In attendance via video conference were Authority staff members Sally Adame, David Thomas and Urias Merino, of Midtown Redevelopment Authority; Steve Gibson of Urban Place Consulting Group, Inc.; Roberta Burroughs of Roberta F. Burroughs & Associates; Jennifer Curley of City of Houston; and Jamie Rickenbacker of Marque Consultants

Chairman Douglas called the meeting to order.

MINUTES FOR AUGUST 27, 2026

Director Robinson made a motion to approve the minutes for August 27, 2026. The motion was seconded by Director Foster and unanimously approved.

EXECUTIVE SESSION

The Board did not enter a closed executive session.

ADJOURN

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

Christopher M. Johnston, Secretary

Date

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**AUTHORITY
CONSENT AGENDA**

MINUTES OF THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY

September 24, 2026

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference Thursday, September 24, 2026, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
2	Terence Fontaine	7	Chris Williams
3	Michael Lewis	8	James Gilford
4	Tiffani Robinson	9	Zoe Middleton
5	Allen Douglas		

and all of the above were present in person at the meeting location except Directors Lewis, Foster and Johnston via video conference.

In attendance were Authority staff members Marlon Marshall, Kayler Williams, Madison Walkes, Chandler Snipe-Prince, Rena Leddy of Urban Place Consulting Group, Inc.; Clark Lord of Greenberg Traurig LLP; Melissa Morton of The Morton Accounting Services; Hector Maldonado and Jessica Ortiz of Carr, Riggs & Ingram; Amy Connolly of the City of Houston Housing and Community Development; Jay Hickman of the Amanda Hansen Group; Zack Martin of Martin Construction Management & Designs; Amari Superville of District 147 State Representative Jolanda Jones; Kandi Schramm, Consultant; Bob Bradford, Consultant; LeRon Wilson, NyJah Mahoney and Nas’Zuria White of HCFBRDA-TIRZ 25; Victor Odili of Gloria-Arthur, LLC; Benjamin Smith and Monica Smith of Change Happens CDC.

In attendance via video conference were Authority staff members Sally Adame, David Thomas and Urias Merino, of Midtown Redevelopment Authority; Steve Gibson of Urban Place Consulting Group, Inc.; Roberta Burroughs of Roberta F. Burroughs & Associates; Jennifer Curley of City of Houston; and Jamie Rickenbacker of Marque Consultants.

Chairman Douglas called the meeting to order.

PUBLIC COMMENT

NyJah Mahoney of HCFBRDA-TIRZ 25 introduced herself and thanked Midtown for the great things Midtown is doing in the community.

Director Foster mentioned the passing of Representative Garnet F. Coleman a longtime Houston lawmaker who championed healthcare access and fought displacement in Third Ward and went on to represent his home neighborhood as well as parts of downtown Houston, Midtown, Montrose and the Hobby Airport area. He was a passionate advocate for the effects of gentrification in Houston's low-income communities and the creation of TIRZ #2.

Amari Superville a staff member for District 147 State Representative Jolanda Jones, mentioned the continued support of affordable housing and thanked Midtown for continued efforts and support.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR AUGUST 27, 2026

Rena Leddy Co- Executive Director presented the Consent Agenda.

Director Fontaine made a motion to approve the consent agenda as presented. The motion was seconded by Directors Foster and Williams and carried by unanimous vote.

AUDIT FY26

Hector Maldonado of Carr, Riggs & Ingram presented the audit for fiscal year 2026 with a clean opinion.

Director Robinson made a motion to approve the audit for fiscal year 2026 audit. The motion was seconded by Director Gilford and carried by unanimous vote.

FINANCE AND BUDGET

MONTHLY FINANCIAL REPORT FOR AUGUST 31, 2026

Melissa Morton of The Morton Accounting Services provided an overview of the financial report ending August 31, 2026. Total income equaled \$641,709.89 with expenses totaling \$1,704,659.28 with a net income of (\$1,049,149.39). Total assets equaled \$211,392,791 with liabilities totaling \$100,493,160.

Director Robinson made a motion to approve the monthly financials for August 31, 2026, as presented. The motion was seconded by Director Gilford and carried by unanimous vote.

FISCAL YEAR 2027 BUDGET

Marlon Marshall, COO and Melissa Morton of The Morton Accounting Services provided an overview of the FY27 Operation & CIP Budget.

After discussion, Director Gilford made a motion to approve the FY27 Operation & CIP Budget. The motion was seconded by Director Robinson and carried by unanimous vote. The Budget will now go to the City of Houston for review and City Council for approval.

AFFORDABLE HOUSING PROGRAM

CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REPORT

Amy Connolly of the City of Houston Housing and Community Development Department presented the September 2026 Monthly Affordable Housing Report. The report identified 26 tracts held by MRA, 47 tracts completed and sold, 99 tracts held by developers with contracts pending, 34 tracts under construction, and 16 completed tracts with sales pending.

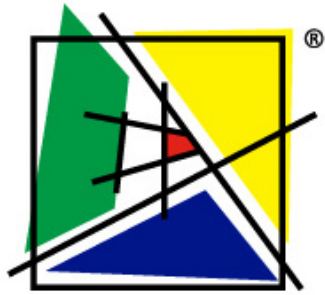
Ms. Connolly mentioned the scope of work being cataloged which includes GIS Mapping, Development Agreement Tracking, and Movement in Verification.

ADJOURN

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

Christopher M. Johnston, Secretary

Date



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INVESTMENT POLICY

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the "Board") do hereby certify as follows:

1. The Board convened in regular session on the 22nd day of October 2026, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, to-wit:

1	Camille Foster	Director
2	Terence Fontaine	Director
3	Michael Lewis	Director
4	Tiffani Robinson	Director
5	Allen Douglas	Director, <i>Chair</i>
6	Christopher Johnston	Director, <i>Secretary</i>
7	Chris Williams	Director
8	James Gilford III	Director
9	Zoe Middleton	Director

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS OF MIDTOWN REDEVELOPMENT AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this October 22, 2026.

Christopher Johnston
Secretary, Board of Directors

DRAFT

RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS OF MIDTOWN REDEVELOPMENT AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Midtown Redevelopment Authority (the “Authority”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations, and has such authority as has been delegated to it by the City of Houston, Texas, to act on behalf of Reinvestment Zone Number Two, City of Houston, Texas; and

WHEREAS, the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, requires the Board of Directors of the Authority (the “Board”) to review its investment policy on an annual basis; and

WHEREAS, the Board has convened on this date to conduct the Authority’s annual review of its investment policy pursuant to Section 2256.005, et seq., Texas Government Code, as amended, and to review and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the Authority, pursuant to Section 2256.025, Texas Government Code, as amended; and

WHEREAS, the Board has determined not to amend the Authority’s Amended Investment Policy dated February 23, 2023; and

WHEREAS, the Board desires to adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the Authority; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY THAT:

Section 1. The Board has conducted its annual review of the Authority’s Amended Investment Policy dated February 23, 2023, and hereby confirms the same shall remain in effect until modified by action of the Board.

Section 2. The Board hereby adopts the list of qualified broker/dealers attached hereto as Exhibit A, and confirms that same shall be in effect until modified by action of the Board.

Section 3. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board.

[Signature page follows]

PASSED AND APPROVED this 22nd day of October 2026.

Allen Douglas
Chair, Board of Directors

ATTEST:

Christopher Johnston
Secretary, Board of Directors

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Exhibit A

List of Qualified Broker/Dealers

Allegiance Bank
Allegiance Bank of Texas
Amegy Bank of Texas (Amegy Bank, N.A.)
American First National Bank
Bank of America Corporation
Bank of America, N.A.
Bank of Houston
Bank of OZK
Bank of Texas (BOKF, NA)
Bank of Texas, N.A.
Beal Bank
BOKF Financial
Capital Bank, N.A.
Capital Markets Group, Inc.
Capital One Financial Corp.
Capital One, N.A.
Cathay Bank
Central Bank
Chase Bank, N.A.
Chase Investments Services Corp.
Chasewood Bank (Inc)
Citibank
City Bank
Coastal Securities, Inc.
Comerica Bank
Commercial State Bank
Community State Bank
CommunityBank of Texas, N.A.
Crosby State Bank
CUNA
Edward Jones
Encore Bank
Enterprise Bank & Trust
First Bank
First Bank & Trust Company (Inc)
First Bank of Conroe
First Bank of Texas
First Bank Texas
First Choice Bank
First Citizens Bank
First Community Bank
First Financial Bank

First International Bank & Trust
First National Bank
First National Bank of Bastrop
First National Bank Texas
First Texas Bank
FirstBank & Trust Company
Fiserv Investor Services, Inc.
Fiserv, Inc.
Frost Bank
FTN Financial
Golden Bank, National Association
Green Bank, N.A.
Guaranty Bank and Trust
Hanmi Bank
Herring Bank
Hilltop Securities
HomeTown Bank, N.A.
Houston Community Bank, N.A.
IBC Bank
Icon Bank
Independence Bank
Independent Bank
Integrity Bank
International Bank of Commerce
Invesco
Ironstone Bank
JP Morgan Securities LLC
JPMorgan Chase & Co.
JPMorgan Chase Bank, N.A.
Legacy Texas Bank
Legg Mason
LOGIC (Local Government Investment Cooperative)
Lone Star Bank, s.s.b.
Lone Star Investment Pool
Lone Star National Bank
LPL Financial Services
Main Street Bank
Memorial City Bank
Mercantil Commercebank, National Association
Merchants Bank, N.A.
Merrill Lynch & Co., Inc.
Metro Bank, N.A.
Midkiff & Stone Capital Group, Inc.
MidSouth Bancorp, Inc.
MidSouth Bank
Moody National Bank

Morgan Keegan & Co., Inc.
Morgan Stanley
Morgan Stanley Smith Barney
Morgan Stanley Wealth Management
New First National Bank
Northern Trust, National Association
Northwest Investment Services, Inc.
Omnibank, National Association
Patriot Bank
Plains State Bank
PNC Bank
Post Oak Bank
Preferred Bank
Prime Way Federal Credit Union
Prosperity Bank/Prosperity Bancshares, Inc.
Prudential Equity Group
Prudential Securities Group, Inc.
Raymond James
Raymond James & Associates, Inc.
RBC Capital Markets
RBC Wealth Management USA
Regions Bank
Regions Financial Corporation
Security State Bank
Southwest Securities, Inc.
Southwestern National Bank
Spirit of Texas Bank
State Bank of Texas
State Street Bank & Trust Co.
Sterling Bank/Sterling Bancshares, Inc.
Sun America Securities, Inc.
Texan Bank
Texas Capital Bank, N.A.
Texas Citizens Bank
Texas CLASS
Texas Community Bank
Texas First Bank
Texas Gulf Bank
Texas Independent Bank
Texas Savings Bank, s.s.b.
Texas State Bank
TexPool/TexPool Prime
TexSTAR
The Bank of River Oaks
TIB – The Independent BankersBank
Tradition Bank

Tri Star Financial
Trustmark National Bank
U.S. Bank National Association
UBS Financial Services, Inc.
Union Planters Bank
Unity National Bank
Veritex Bank
Vista Bank
Wachovia Bank, N.A.
Wallis State Bank
Wells Fargo Advisors, LLC
Wells Fargo Bank, N.A.
Wells Fargo Brokerage Services, LLC
Westbound Bank
Whitney Bank

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AMENDED INVESTMENT POLICY

This Investment Policy (this “Investment Policy”), as amended, is adopted by the Board of Directors of Midtown Redevelopment Authority (the “Authority”) pursuant to Chapter 2256 of the Texas Government Code, effective as of the date set forth on the signature page hereof.

ARTICLE I PURPOSE

Section 1.01. Purpose.

This Investment Policy with respect to Authority investments has been adopted to establish the principles and criteria by which the funds of the Authority should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the “Investment Laws”). As of the date of the adoption of this Investment Policy, the following laws are applicable to the investment of the Authority’s funds: Chapter 2256, Texas Government Code; Chapter 791, Texas Government Code; Chapter 2257, Texas Government Code; and Chapter 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the Authority’s funds and require the Authority to adopt rules to ensure the investment of Authority funds in accordance with such laws. This Investment Policy will specify the scope of authority of Authority Officials who are responsible for the investment of Authority funds.

ARTICLE II DEFINITIONS

Section 2.01. Definitions.

Unless the context requires otherwise, the following terms and phrases used in this Investment Policy shall mean the following:

- (a) “Authority Officials” means the Investment Officer, Authority Directors, officers, Employees, and persons and business entities engaged in handling the investment of Authority funds.
- (b) “Authorized Collateral” means any means or method of securing the deposit of Authority funds authorized by Chapter 2257, Texas Government Code.
- (c) “Authorized Investment” means any security in which the Authority is authorized to invest under Chapter 2256, Texas Government Code.
- (d) “Board” means the Board of Directors of the Authority.
- (e) “Collateral” means any means or method of securing the deposit of Authority funds under Article IV hereof.
- (f) “Collateral Act” means Chapter 2257, Texas Government Code, as amended from time to time.
- (g) “Director” means a person appointed to serve on the Board.

(h) “Employee” means any person employed by the Authority, but does not include independent contractors or professionals hired by the Authority as outside consultants, such as the Authority’s accountant, financial advisor or general counsel.

(i) “FDIC” means the Federal Deposit Insurance Corporation or any successor entity.

(j) “Investment Act” means Chapter 2256, Texas Government Code, as amended from time to time.

(k) “Investment Officer(s)” means the Director(s) or Employee(s) of the Authority (or the employee of an investing entity with whom the Authority has contracted to invest its funds) appointed from time to time by the Board to invest and reinvest the funds of the Authority held in its various accounts.

ARTICLE III INVESTMENT OFFICER

Section 3.01. Investment Officer.

From time to time, the Authority shall appoint one or more of its Directors or Employees to serve as Investment Officer(s) to handle the investment of Authority funds. The Investment Officer(s) shall be responsible for investing Authority funds in accordance with this Investment Policy. The Investment Officer(s) shall invest the Authority’s funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the objectives set forth in Section 7.01 hereof.

Section 3.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Act.

Section 3.03. Reporting by the Investment Officer and Authority Officials.

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer and Authority Officials shall prepare and submit to the Board a written report of the investment transactions for all funds of the Authority for the preceding reporting period. The report must (1) describe in detail the investment position of the Authority on the date of the report; (2) be prepared jointly by all the Investment Officers of the Authority, if the Authority appoints more than one; (3) be signed by all Investment Officers and Authority Officials who prepare the report; (4) contain a summary statement of each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; (7) state the Authority fund for which each individual investment was acquired; and (8) state the compliance of the investment portfolio as it relates to this Investment Policy and the Investment Act.

Section 3.04. Assistance with Certain Duties of the Investment Officer.

The Board hereby authorizes and directs the Authority's accountant and any other Authority Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his/her duties, including but not limited to the following:

1. Presenting a copy of this Investment Policy to any person or business organization seeking to sell an investment to the Authority and obtaining the necessary written certification from such seller referred to in this section;
2. Handling investment transactions;
3. Preparing and submitting to the Board the written report of all investment transactions for the Authority as required by this section;
4. Researching investment options and opportunities;
5. Obtaining written depository pledge agreements as required herein;
6. Obtaining safe-keeping receipts from the Texas financial institution which serves as a depository for pledged Collateral; and
7. Reviewing the market value of the Authority's investments and of the Collateral pledged to secure the Authority's funds.

ARTICLE IV
PROCEDURES FOR INVESTMENT OF AUTHORITY MONIES

Section 4.01. Qualified Broker/Dealers.

The Board hereby adopts the list of broker/dealers attached hereto as **Exhibit A**, as the qualified broker/dealers with whom the Authority may engage in investment transactions. In addition to annual review and adoption of such list each year pursuant to the adoption of this Investment Policy, the Board may, by written resolution, revise, amend or supplement such list of qualified broker/dealers.

As authorized in the Investment Act, the Board hereby designates the Executive Director of the Authority and one other member of the Board as the "designated investment committee" (the "Designated Investment Committee"). The Designated Investment Committee shall, at its discretion, approve any successors or assigns of those certain broker/dealers listed in **Exhibit A** hereto.

Section 4.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the Authority.

The Investment Officer(s) and the Authority Officials shall disclose in writing (a) any "personal business relationship" with a business organization offering to engage in an investment transaction with the Authority and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the Authority, as required by the Investment Act. The existence of a "personal business relationship" shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 4.03. Certifications from Sellers of Investments.

The Investment Officer(s) or the Authority Officials shall present this Investment Policy to any person or business organization offering to engage in an investment transaction with the Authority and obtain a certificate stating that such potential seller has reviewed the Investment Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the Authority and shall state that the potential seller has received and reviewed the Investment Policy and has acknowledged that the potential seller has implemented reasonable procedures and controls in an effort to preclude investment transactions with the Authority that are not authorized by this Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Authority's entire portfolio or requires an interpretation of subjective investment standards. Neither the Investment Officer nor the Authority Officials shall purchase or make any investment from a potential seller that has not delivered to the Authority this required certification. A form of certificate acceptable to the Authority is attached hereto as **Exhibit B**.

Section 4.04. Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 4.05. Settlement Basis.

All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all Authority investments and for all Collateral pledged to secure Authority funds shall be one approved by the Investment Officer(s).

Section 4.06. Monitoring of the Market Value of Investments and Collateral.

The Investment Officer(s), with the help of such Authority Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of Authority funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

- (a) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- (b) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
- (c) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
 - (1) the lower of two bids obtained from securities broker/dealers for such security;
 - (2) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
 - (3) the bid price published by any nationally recognized security pricing service; or
 - (4) the market value quoted by the seller of the security or the owner of such Collateral.

(d) Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in 4.06(c) hereof.

Section 4.07. Monitoring the Rating Changes in Investments.

Consistent with Section 2256.021 of the Investment Act, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256, Texas Government Code, as amended, such that any such investment that does not have the minimum rating shall no longer constitute an authorized investment. Such investments that do not have the required minimum rating shall be liquidated within 30 days of the investment's failure to maintain its required minimum rating.

ARTICLE V
PROVISIONS APPLICABLE TO ALL FUNDS

Section 5.01. Provisions Applicable to All Fund Groups.

A. All funds of the Authority shall be invested only in accordance with this Investment Policy and shall comply with any additional requirements imposed by bond resolutions or trust indentures of the Authority and applicable state law or federal tax law, including the Investment Laws.

B. The Board, by separate resolution, may provide that the Authority's Executive Director or Investment Officer may withdraw or transfer funds from and to accounts of the Authority only in compliance with this Investment Policy.

C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Tax Increment Revenue Fund and in the Surplus Fund shall not be commingled or pooled for purposes of investment.

Section 5.02. Policy of Securing Deposits of Authority Funds -- Applicable to All Deposited Authority Funds.

A. The Authority recognizes that FDIC (or its successor) insurance is available for Authority funds deposited at any one Texas Financial Institution (including branch banks) only up to a maximum of \$250,000¹ (including accrued interest) for each of the following: (i) demand deposits, (ii) time and savings deposits, and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the Authority that all deposited funds in each of the Authority's accounts shall be insured by the FDIC, or its successor, and to the extent the deposit surpasses the FDIC Deposit Insurance Coverage limit at any given time, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.

B. If it is necessary for the Authority's depositories to pledge Collateral to secure the Authority's deposits, (1) the Collateral pledge agreement must be in writing, (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same, and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide to the Investment Officer or Authority Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the Authority. A signed or certified copy of the minutes of the

¹ The \$250,000 limit is temporary and may change from time to time under applicable law.

meeting of the depository's board or loan committee reflecting the approval of the Collateral pledge agreement or other written documentation of such approval acceptable to the Investment Officer will be accepted. It is the preference of the Board that all requirements of this section be met prior to the deposit of any Authority funds in such financial institution when a pledge of Collateral is required; however, the Board recognizes that compliance with this preference might not be practicable due to time constraints for making a deposit. In such event, the Board directs the Investment Officer and Authority Officials to proceed diligently to have such agreement approved and documented to assure protection of the Authority's funds. If the decision is made to forego the protection of a Collateral pledge agreement with any depository, the Authority's Executive Director shall be responsible for maintaining the balance of deposit(s) in such depository plus any accrued but unpaid interest at or below FDIC insurance levels.

C. Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the Authority's administrator or Investment Officer shall obtain safekeeping receipts from the Texas financial institution or the safe-keeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the Authority. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the Authority's deposits. It shall be acceptable for the Authority's administrator or Investment Officer to periodically receive interest on deposits to be deposited to the credit of the Authority if needed to keep the amount of the funds under the insurance or Collateral limits. It is the preference of the Board that there be no sharing, splitting or cotenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and Authority Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The Authority's Executive Director or Investment Officer shall monitor the pledged Collateral to assure that it is pledged only to the Authority, review the fair market value of the Collateral to ensure that the Authority's funds are fully secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

D. The Authority's funds deposited in any Texas financial institution, to the extent that they are not insured, may be secured by the pledge of any of the following:

1. Surety bonds;
2. An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
3. A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues and (b) issued by a state or political or governmental entity, agency, instrumentality or subdivision of the state, including a municipality, an institution of higher education as defined by Section 61.003, Texas Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital;
4. A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
5. A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
6. A letter of credit issued by a federal home loan bank; or

7. A security in which a public entity may invest under the Investment Act. As of the date of this Investment Policy, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:

a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

b. Direct obligations of the State of Texas or its agencies and instrumentalities;

c. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

d. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

e. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

f. Certificates of deposit issued by a depository institution that has its main office or a branch office in the State of Texas that are (i) guaranteed by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, (ii) secured by the obligations in which the Authority may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the Authority;

g. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the Authority; (ii) the funds are invested by the Authority through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the Authority; (iii) the broker or the depository institution selected by the Authority under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Authority; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the Authority under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the Authority with respect to the certificates of deposit issued for the account of the Authority;

h. Repurchase agreements that comply with the Investment Act;

i. Bankers' acceptances that comply with the Investment Act;

j. Commercial paper that complies with the Investment Act;

- k. No-load money market mutual funds that comply with the Investment Act;
- l. No-load mutual funds that comply with the Investment Act; and
- m. Guaranteed investment contracts that comply with the Investment Act.

E. Notwithstanding anything to the contrary provided above, the following may not be used as Collateral and are not authorized as investments for the Authority under the Investment Act:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- c. Collateralized mortgage obligations that have a final stated maturity date of greater than 10 years other than those listed in Section 5.02.D.4 and 5.02.D.5 above; or
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Section 5.03. Diversification.

The Investment Officer may invest up to 100% of the funds of the Authority in any investment instrument authorized in this Investment Policy.

ARTICLE VI
AUTHORIZED INVESTMENTS

Section 6.01. Authorized Investments.

Unless specifically prohibited by law or elsewhere by this Investment Policy, Authority monies in any of its fund groups may be invested and reinvested only in investments under the Investment Act:

- 1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
- 2. Direct obligations of the State of Texas or its agencies and instrumentalities;
- 3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
- 4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities;
- 5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

6. Bonds issued, assumed, or guaranteed by the State of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by:
 - a. The Federal Deposit Insurance Corporation or its successor; or
 - b. The National Credit Union Share Insurance Fund or its successor;
8. Interest-bearing banking deposits other than those described by Subsection 7 if:
 - a. The funds invested in the banking deposits are invested through (i) a broker with a main office or branch in this state and is selected from a list adopted by the Authority, or (ii) a depository institution with a main office or branch office in this state that the authority selects;
 - b. The broker or depository institution selected as described by Subsection (a) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the Authority's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The Authority appoints as the Authority's custodian of the banking deposits issued for the Authority's account: (i) the depository institution selected as described by Subsection (1); (ii) an entity described by Section 2257.041(d) of the Texas Government Code, as amended; or (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-03.
9. Certificates of deposit issued by a depository institution that has its main or a branch office in the State of Texas and that are (i) guaranteed by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, (ii) secured by the obligations in which the Authority may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the Authority;
10. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the Authority; (ii) the funds are invested by the Authority through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the Authority; (iii) the broker or the depository institution selected by the Authority under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Authority; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the Authority under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the Authority with respect to the certificates of deposit issued for the account of the Authority;
11. Repurchase agreements that comply with the Investment Act;
12. Bankers' acceptances that comply with the Investment Act;

13. Commercial paper that complies with the Investment Act;
14. No-load money market mutual funds that comply with the Investment Act; and
15. No-load mutual funds that comply with the Investment Act;
16. Investment Pools which meet the requirements set forth in Section 2256.016 and Section 2256.019 of the Texas Government Code, as amended and which are specifically authorized by a resolution that is approved by the Board; and
17. With respect to bond proceeds, guaranteed investment contracts that comply with the Investment Act.

Section 6.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the Authority may be invested in the following or in any other type of investment prohibited by the Investment Act or other applicable law:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

Section 6.03. Investment of Funds Related to Authority.

Anything in this Investment Policy to the contrary notwithstanding, to the extent that any funds are held by a trustee under a trust indenture relating to the Authority's debt, such funds may be invested as provided by the Investment Act and the resolution authorizing the issuance of the bonds or the related trust indenture.

ARTICLE VII INVESTMENT STRATEGIES

Section 7.01. Strategy Applicable to All Funds.

The Authority's general investment strategy for all fund groups shall be to invest such monies from such fund groups so as to accomplish the following objectives, which are listed in the order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the Authority;
2. Preservation and safety of principal;

3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Section 7.02. Investment Strategy for the Tax Increment Revenue Fund.

Funds in the Tax Increment Revenue Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Operating funds shall not be invested for longer than three (3) years.

Section 7.03. Investment Strategy for the Surplus Fund.

Funds in the Surplus Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Surplus funds shall not be invested for longer than three (3) years.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Annual Review.

The Authority shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

Section 8.02. Superseding Clause.

This Investment Policy supersedes any prior policies adopted by the Board regarding investment or securitization of Authority Funds.

Section 8.03. Open Meeting.

The Board officially finds, determines and declares that this Investment Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the boundaries of Reinvestment Zone Number Two, City of Houston, Texas, and on a bulletin board located at a place convenient to the public at the City Hall of the City of Houston, Texas for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Investment Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

[Remainder of page intentionally left blank]

Adopted on the 22nd day of July, 1998.

Ratified on the 29th day of April, 1999; amended and ratified on the 27th day of February, 2003; amended and ratified on the 26th day of August, 2004; amended and ratified on the 25th day of August, 2005; amended and ratified on the 27th day of April, 2006; amended and ratified on the 28th day of June, 2007; amended and ratified on the 29th day of May, 2008; amended and ratified on the 27th day of August, 2009; amended and ratified on the 29th day of April, 2010; ratified on the 28th day of April, 2011 amended and ratified on the 8th day of December, 2011; reviewed and confirmed on the 26th day of July, 2013; reviewed and confirmed on the 26th day of June, 2014; reviewed and confirmed on the 28th day of May, 2015; reviewed and confirmed on the 25th day of August, 2016; amended and ratified on the 28th day of September 2017; reviewed and confirmed on the 26th day of July, 2018; reviewed and confirmed on the 12th day of December, 2019; amended and ratified on the 28th day of January, 2021; amended and ratified on the 26th day of May, 2022; amended and ratified on the 23rd day of February, 2023; reviewed and confirmed on the 23rd day of May, 2024; reviewed and confirmed on the 19th day of August, 2025; reviewed and confirmed on the 22nd day of October 2026.

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Exhibit A

LIST OF AUTHORIZED BROKER/DEALERS

Exhibit A

List of Qualified Broker/Dealers

Allegiance Bank
Allegiance Bank of Texas
Amegy Bank of Texas (Amegy Bank, N.A.)
American First National Bank
Bank of America Corporation
Bank of America, N.A.
Bank of Houston
Bank of OZK
Bank of Texas (BOKF, NA)
Bank of Texas, N.A.
Beal Bank
BOKF Financial
Capital Bank, N.A.
Capital Markets Group, Inc.
Capital One Financial Corp.
Capital One, N.A.
Cathay Bank
Central Bank
Chase Bank, N.A.
Chase Investments Services Corp.
Chasewood Bank (Inc)
Citibank
City Bank
Coastal Securities, Inc.
Comerica Bank
Commercial State Bank
Community State Bank
CommunityBank of Texas, N.A.
Crosby State Bank
CUNA
Edward Jones
Encore Bank
Enterprise Bank & Trust
First Bank
First Bank & Trust Company (Inc)
First Bank of Conroe
First Bank of Texas
First Bank Texas
First Choice Bank
First Citizens Bank
First Community Bank
First Financial Bank
First International Bank & Trust

First National Bank
First National Bank of Bastrop
First National Bank Texas
First Texas Bank
FirstBank & Trust Company
Fiserv Investor Services, Inc.
Fiserv, Inc.
Frost Bank
FTN Financial
Golden Bank, National Association
Green Bank, N.A.
Guaranty Bank and Trust
Hanmi Bank
Herring Bank
Hilltop Securities
HomeTown Bank, N.A.
Houston Community Bank, N.A.
Huntington Bank
IBC Bank
Icon Bank
Independence Bank
Independent Bank
Integrity Bank
International Bank of Commerce
Invesco
Ironstone Bank
JP Morgan Securities LLC
JPMorgan Chase & Co.
JPMorgan Chase Bank, N.A.
Legacy Texas Bank
Legg Mason
LOGIC (Local Government Investment Cooperative)
Lone Star Bank, s.s.b.
Lone Star Investment Pool
Lone Star National Bank
LPL Financial Services
Main Street Bank
Memorial City Bank
Mercantil Commercebank, National Association
Merchants Bank, N.A.
Merrill Lynch & Co., Inc.
Metro Bank, N.A.
Midkiff & Stone Capital Group, Inc.
MidSouth Bancorp, Inc.
MidSouth Bank
Moody National Bank
Morgan Keegan & Co., Inc.
Morgan Stanley
Morgan Stanley Smith Barney
Morgan Stanley Wealth Management
New First National Bank
Northern Trust, National Association

Northwest Investment Services, Inc.
Omnibank, National Association
Patriot Bank
Plains State Bank
PNC Bank
Post Oak Bank
Preferred Bank
Prime Way Federal Credit Union
Prosperity Bank/Prosperity Bancshares, Inc.
Prudential Equity Group
Prudential Securities Group, Inc.
Raymond James
Raymond James & Associates, Inc.
RBC Capital Markets
RBC Wealth Management USA
Regions Bank
Regions Financial Corporation
Security State Bank
Southwest Securities, Inc.
Southwestern National Bank
Spirit of Texas Bank
State Bank of Texas
State Street Bank & Trust Co.
Sterling Bank/Sterling Bancshares, Inc.
Sun America Securities, Inc.
Texan Bank
Texas Capital Bank, N.A.
Texas Citizens Bank
Texas CLASS
Texas Community Bank
Texas First Bank
Texas Gulf Bank
Texas Independent Bank
Texas Savings Bank, s.s.b.
Texas State Bank
TexPool/TexPool Prime
TexSTAR
The Bank of River Oaks
TIB – The Independent BankersBank
Tradition Bank
Tri Star Financial
Truist Bank
Trustmark National Bank
U.S. Bank National Association
UBS Financial Services, Inc.
Union Planters Bank
Unity National Bank
Veritex Bank
Vista Bank
Wachovia Bank, N.A.
Wallis State Bank
Wells Fargo Advisors, LLC

Wells Fargo Bank, N.A.
Wells Fargo Brokerage Services, LLC
Westbound Bank
Whitney Bank

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Exhibit B

CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT

To: Midtown Redevelopment Authority (the "Authority")

From:

[Name of the person offering or the
"qualified representative of the business
organization" offering to engage in an
investment transaction with the Authority]

[Office such person holds]

of:

_____ (the "Business Organization")
[name of financial institution, business organization or investment pool]

Date: _____, 20____

In accordance with the provisions of Chapter 2256 of the Texas Government Code, I hereby certify that:

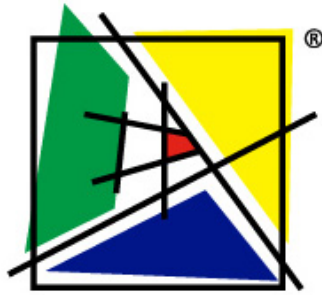
1. I am an individual offering to enter into an investment transaction with the Authority or a "qualified representative" of the Business Organization offering to enter an investment transaction with the Authority, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Investment Act"), and that I meet all requirements under such act to sign this Certificate.
2. I or the Business Organization, as applicable, anticipate selling to the Authority investments (the "Investments") that comply with the Investment Act and the Authority's Investment Policy as amended and ratified last on February 23, 2023 (collectively, the "Investment Policy").
3. I or a registered investment professional that services the Authority's account, as applicable, have received and reviewed the Investment Policy, which the Authority has represented is the complete Investment Policy of the Authority now in full force and effect. The Authority has further acknowledged that I or the Business Organization, as applicable, may rely upon the Investment Policy until the Authority provides me or the Business Organization, as applicable, with any amendments to or any newly adopted form of the Investment Policy.
4. I or the Business Organization, as applicable, have/has implemented reasonable procedures and controls in an effort to preclude investment transactions between the Authority and me or the Business Organization, as applicable, that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the Authority's entire portfolio or requires an interpretation of subjective investment standards.
5. I or the Business Organization, as applicable, have/has reviewed or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the Authority and determined (i) that each of the Investments is an authorized investment for local governments under the Investment Act and (ii) each of the Investments is an authorized investment under the Investment Policy. The Business Organization makes no

representation as to whether any limits on the amount of Authority monies to be invested in the Investments exceeds or in any way violates the Investment Policy.

6. The Business Organization makes no representations or guarantees regarding the prudence, reasonableness or adequacy of the Investment Policy.
7. The Business Organization has attached hereto, for return to the Authority, or will provide a prospectus or disclosure document for each of the Investments other than certificates of deposit and direct obligations of the United States.

By: _____
Name: _____
Title: _____

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FINANCIAL REPORT
SEPTEMBER 30, 2026

Midtown Redevelopment Authority

Balance Sheet

As of September 30, 2026

	Sep 30, 26
ASSETS	
Current Assets	
Checking/Savings	
100000 · Checking and Savings GF	26,857,307.96
104000 · Affordable Housing Accounts	15,336,683.76
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	16,550.89
105002 · Debt Service Fund	5,211,874.09
105003 · Reserve Fund 422897	7,271,919.50
105009 · Austin Park Maint. Fund 422919	4,201.13
107000 · BOND FUNDS	5,321.48
Total 105000 · Trustee Investments	12,509,867.09
Total Checking/Savings	54,703,858.81
Accounts Receivable	307,167.41
Total Current Assets	55,011,026.22
Fixed Assets	
150000 · Fixed Assets	154,752,187.00
Total Fixed Assets	154,752,187.00
Other Assets	
180100 · Long Term Receivable	246,040.75
180500 · Leases	-33,124.30
Total Other Assets	212,916.45
TOTAL ASSETS	209,976,129.67
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	251,134.95
Credit Cards	3,599.49
Other Current Liabilities	
200001 · Current Liabilities	59,629.29
203500 · Prepaid Rental Income Liab	45,700.00
205000 · Current Loan Liabilities	
210048 · Current Portion Bonds Payable	3,775,000.00
Total 205000 · Current Loan Liabilities	3,775,000.00
25000 · Retainage Payable	87,854.87
Total Other Current Liabilities	3,968,184.16
Total Current Liabilities	4,222,918.60

Midtown Redevelopment Authority

Balance Sheet

As of September 30, 2026

	Sep 30, 26
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,195,000.00
210061 · Series 2017 Bond Premium	2,393,146.00
210063 · Series 2020 Bond Premium	1,093,936.00
210064 · Bonds Payable Series 2020	5,620,000.00
210065 · Bonds Payable Series 2022	17,040,000.00
210100 · Security Deposit LT	17,113.06
Total 210000 · Long Term Liabilities	58,359,195.06
210400 · ION Garage	37,586,313.00
Total Long Term Liabilities	95,945,508.06
Total Liabilities	100,168,426.66
Equity	
1110 · Retained Earnings	111,948,780.93
Net Income	-2,141,077.92
Total Equity	109,807,703.01
TOTAL LIABILITIES & EQUITY	209,976,129.67

Midtown Redevelopment Authority
Profit & Loss Prev Year Comparison
 July through September 2026

	Jul - Sep 26	Jul - Sep 25	\$ Change	% Change
Ordinary Income/Expense				
Income				
400000 · Revenue & Support				
400025 · Interest-Debt Service & Reserve	66,641.46	76,609.30	-9,967.84	-13.0%
400026 · Interest-Other Bond Funds	51.08	55.99	-4.91	-8.8%
400029 · Interest - Affordable Housing	127,365.60	125,144.63	2,220.97	1.8%
400030 · Interest-Operating Funds	248,649.23	260,752.37	-12,103.14	-4.6%
400031 · Interest Income	14,038.80	6,346.83	7,691.97	121.2%
400041 · Affordable Housing Apts Units	21,557.30	34,149.15	-12,591.85	-36.9%
Total 400000 · Revenue & Support	478,303.47	503,058.27	-24,754.80	-4.9%
400039 · Park Revenue	5,302.66		5,302.66	100.0%
400040 · 3131 EMANCIPATION	32,248.77	231,588.75	-199,339.98	-86.1%
400042 · 402 & 410 Tenant Inome	103,649.22	54,636.95	49,012.27	89.7%
40010 · Other Revenue	11,600.26	4,029.40	7,570.86	187.9%
400400 · FTA/Other Grants - Income	200,000.00		200,000.00	100.0%
400441 · Bagby Park Kiosk Lease	19,491.00	22,892.06	-3,401.06	-14.9%
451000 · Gain/Loss on Cancelled Leases	250,210.93		250,210.93	100.0%
Total Income	1,100,806.31	816,205.43	284,600.88	34.9%
Gross Profit	1,100,806.31	816,205.43	284,600.88	34.9%
Expense				
510000 · INCREMENT PROJECTS/EXPENSE				
500007 · T-0234 Parks and Open Space		1,565.00	-1,565.00	-100.0%
500015 · T-0222 Street Overlay	32,890.16	110,742.31	-77,852.15	-70.3%
510008 · T-0220 Afford Housing Land Bnk	383,469.14	843,660.88	-460,191.74	-54.6%
510019 · T-0214 Caroline St		17,408.54	-17,408.54	-100.0%
510024 · T-0204 Street Lights		165.50	-165.50	-100.0%
510041 · CIP Program Expenses		11,401.00	-11,401.00	-100.0%
510043 · T-0234 Parks & Open Space & Mob	15,415.00	25,245.18	-9,830.18	-38.9%
510044 · T-0236 Bagby Park	37,321.88		37,321.88	100.0%
510045 · T-0224 HTC - Bldg Maint. Pierce	73,382.43	88,885.07	-15,502.64	-17.4%
510046 · T-0221 Midtown Pk	214,148.96	1,183.09	212,965.87	18,000.8%
510053 · T-0233 Midtown Garage	39,928.70		39,928.70	100.0%
510096 · T-0207 Opr of Zone Prj Faciliti	294,741.51	44,667.50	250,074.01	559.9%
510102 · HMAAC Interest Expense		1,495.69	-1,495.69	-100.0%
510400 · Kiosk at Bagby Park		10,895.00	-10,895.00	-100.0%
510534 · T-0225 Mobility & Pedest Imprv	15,154.72	41,741.22	-26,586.50	-63.7%
510700 · Municipal Services Costs	43,190.21	30,737.79	12,452.42	40.5%
511111 · Safe Sidewalks	8,504.86		8,504.86	100.0%
Total 510000 · INCREMENT PROJECTS/EXPENSE	1,158,147.57	1,229,793.77	-71,646.20	-5.8%
550000 · General & Admin. Expense				
550002 · Contract Labor		5,607.00	-5,607.00	-100.0%
550003 · Rent Expense		2,700.00	-2,700.00	-100.0%
550004 · Salaries	692,838.89	706,078.20	-13,239.31	-1.9%
550006 · Advertising & Promotions	8,191.50	16,597.55	-8,406.05	-50.7%
550007 · Courier Service	780.83	863.64	-82.81	-9.6%
550008 · Office Supply & Expense	10,471.78	12,651.16	-2,179.38	-17.2%
550010 · Telephone & Utilities	2,815.34	4,268.41	-1,453.07	-34.0%
550012 · Postage	351.27	97.98	253.29	258.5%
550022 · Bank Charges & Fees	9,450.41	8,530.30	920.11	10.8%
550023 · Trust Expenses	15,615.00	3,195.00	12,420.00	388.7%
550025 · Professional Services		7,677.50	-7,677.50	-100.0%
550026 · Accounting Consultants	109,397.35	129,031.33	-19,633.98	-15.2%
550027 · Financial Audit	24,075.00	42,500.00	-18,425.00	-43.4%

Midtown Redevelopment Authority
Profit & Loss Prev Year Comparison
July through September 2026

	Jul - Sep 26	Jul - Sep 25	\$ Change	% Change
550028 · Legal Consultants	45,325.00	224,770.50	-179,445.50	-79.8%
550029 · Admin Insurance		447.34	-447.34	-100.0%
550030 · Planning Consultants	51,000.00	48,462.07	2,537.93	5.2%
550031 · HTC Bldg Maintenance		74.40	-74.40	-100.0%
550032 · Engineering Consultants	23,580.12	19,576.96	4,003.16	20.5%
550033 · Professional Fees/Other Consult	201,150.00	7,888.00	193,262.00	2,450.1%
550034 · Equip Rent & Lease Expense	-578.52	2,736.93	-3,315.45	-121.1%
550036 · Licenses & Fees	167.80		167.80	100.0%
550038 · Insurance - All	5,769.00	10,021.91	-4,252.91	-42.4%
550039 · Computers & Repairs & Maint	3,441.20	29,865.55	-26,424.35	-88.5%
550040 · Repair & Maintenance		4,985.00	-4,985.00	-100.0%
550043 · Financial and Tax Advisors	1,500.00		1,500.00	100.0%
550045 · Payroll Fees	8,114.40	8,194.58	-80.18	-1.0%
550046 · Reimb. Employee Office Exp.		444.24	-444.24	-100.0%
550058 · Travel and Meals	1,187.48	1,324.82	-137.34	-10.4%
550065 · Training and Conferences	2,079.42		2,079.42	100.0%
550000 · General & Admin. Expense - Other	5,000.00		5,000.00	100.0%
Total 550000 · General & Admin. Expense	1,221,723.27	1,298,590.37	-76,867.10	-5.9%
550050 · Depreciation Expense	875,813.39	-117,861.88	993,675.27	843.1%
Total Expense	3,255,684.23	2,410,522.26	845,161.97	35.1%
Net Ordinary Income	-2,154,877.92	-1,594,316.83	-560,561.09	-35.2%
Other Income/Expense				
Other Expense	-13,800.00		-13,800.00	-100.0%
Net Other Income	13,800.00		13,800.00	100.0%
Net Income	-2,141,077.92	-1,594,316.83	-546,761.09	-34.3%



midtown
H O U S T O N

DRAFT

INVESTMENT REPORT



October 15, 2026

Board of Directors
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending September 30, 2026

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 1st Quarter FY2027 in my capacity as Midtown District Investment Officer. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all investment accounts this quarter is 3.6599% with the highest yield from the Logic accounts at 3.83% on average. The amount of interest earned from investment accounts for the quarter was \$450,840. The report reflects the compliance of your investment portfolio with the Investment Policies of the District and is in accordance with the Investment provisions of the Public Funds Investment Act.

This report is presented to the Board of Directors for review and approval.

Respectfully,

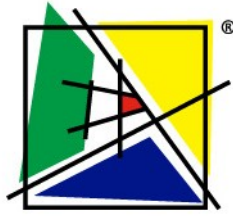
Melissa Morton, CPA
Midtown District Investment Officer

CC: Carr, Riggs & Ingram (CRI)



**MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT
QUARTER ENDED SEPTEMBER 2026**

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		ENDING BOOK VALUE	INTEREST - By Qtr FY 2027		QTRLY AVG INTEREST YIELD RATE
		DEPOSITS	WITHDRAWALS/TRA NSFERS		1st Qtr	QUARTER TO DATE TOTAL	
OPERATING FUNDS	20,346,947.75	14,100,780.14	11,376,457.00	23,071,270.89	243,342.73	243,342.73	
LOGIC Operating	18,836,467.45	9,213,673.08	7,101,457.00	20,948,683.53	213,673.08	213,673.08	3.83%
TexSTAR Operating	8,295.74	77.03		8,372.77	77.03	77.03	3.67%
Texas Capital MM	1,502,184.56	4,887,030.03	4,275,000.00	2,114,214.59	29,592.62	29,592.62	3.69%
AFFORDABLE HOUSING	12,980,877.73	2,613,949.96	683,500.00	14,911,327.69	126,765.48	126,765.48	
TexSTAR Affordable Housing	2,403.62	22.29		2,425.91	22.29	22.29	3.67%
LOGIC Affordable Housing	12,884,665.22	2,226,567.09	500,000.00	14,611,232.31	125,110.09	125,110.09	3.83%
Texas Capital AH MM	93,808.89	387,360.58	183,500.00	297,669.47	1,633.10	1,633.10	3.69%
PLEDGE REVENUE	8,110.50	14,005.39	5,565.00	16,550.89	14,005.39	14,005.39	
677 Fund U.S. Treasury Money Mkt 2885	8,110.50	14,005.39	5,565.00	16,550.89	14,005.39	14,005.39	3.35%
DEBT SERVICE FUND	6,437,346.06	7,078.06	1,232,550.03	5,211,874.09	-	-	
Debt Service 2896	6,437,346.06	7,078.06	1,232,550.03	5,211,874.09	-	-	0.00%
RESERVE FUND	7,178,731.70	66,641.46	7,078.06	7,238,295.10	66,641.45	66,641.45	
TexSTAR Debt Service Money Mkt	7,178,731.70	66,641.46	7,078.06	7,238,295.10	66,641.45	66,641.45	3.67%
AUSTIN MAINTENANCE FUND	4,167.72	33.41	-	4,201.13	33.41	33.41	
677 Fund U.S. Treasury Money Mkt	4,167.72	33.41	-	4,201.13	33.41	33.41	3.35%
PROJECT FUND	5,270.40	51.08	-	5,321.48	51.08	51.08	
LOGIC 2017 Project	5,270.40	51.08	-	5,321.48	51.08	51.08	3.83%
REPORT GRAND TOTAL	46,961,451.86	16,802,539.50	13,305,150.09	50,458,841.27	450,839.54	450,839.54	



midtown
HOUSTON

DRAFT

**LANDSCAPE ARCHITECTURE
SERVICES WORK ORDER
RENEWAL - DESIGN WORKSHOP**

AGENDA ITEM	Landscape Services Work Order Renewal – Design Workshop
REQUEST	Authorize the execution of work order renewal by the appropriate officers of the Authority in an amount not to exceed \$49,720.00 as part of existing professional services agreement with Design Workshop to provide on-call general landscape architecture services.
ITEM HISTORY	February 2025: MRA Board approved work order with Design Workshop for on-call general landscape architecture services.
DESCRIPTION	Authority Staff requests authorization of \$49,720.00 of the budget allocated for T-0234 (Parks & Open Spaces) to renew work order agreement for on-call general landscape architecture services. This renewal of an existing work order will authorize Design Workshop to continue providing on-call general landscape architecture services for the planning and conceptual development of parks and open space assets on as-needed basis. Also, with the dissolution of the Tri-Party Agreement with MPC and additional maintenance responsibilities transferred to the Authority, this work order will provide on-call support related to maintenance and sustainability of parks and open space capital improvements installed by MRA including projects such as but not limited to: Midtown Park, Bagby Park, Main Street, Bagby Street, Caroline Street, Holman Street, Entry Portals, Baldwin Park, and Glover Park.
CONTACTS	MRA: Marlon Marshall

Design Workshop

October 15, 2026

Mr. Marlon Marshall
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Dear Marlon,

Design Workshop is pleased to offer this scope of services for the Midtown Redevelopment Authority CIP Work Order # 1 renewal for General Landscape Architecture Services. This work is in support of on-call services beginning in fiscal year 2027 (July 2026 to June 2027). We understand that this task is primarily to serve as a work order to capture periodic meetings with the client, updating graphics, completing general planning requests by the client, and supporting maintenance and sustainability of parks and open space capital improvements installed by MRA.

This scope parallels previous years of Work Order #1 work, including but not limited to the following projects: Midtown Park, Bagby Park, Main Street, Bagby Street, Caroline Street, Holman Street, Entry Portals, Baldwin Park, and Glover Park. We understand that as new projects arise, DW will generate separate work orders. Based on our previous discussions, this work order will be invoiced on a time and materials basis not to exceed \$49,720 without approval from the client. This fee is based on the spreadsheet submitted with this proposal. All applicable information and payment terms listed on the master agreement between the Midtown Redevelopment Authority and Design Workshop

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately on a time and materials basis, pursuant to the terms and conditions of the master agreement. Thank you again for this opportunity. Should you have any questions, please call me at (225) 278-5963 or email me at aramirez@designworkshop.com regarding this proposal.

Respectfully,



Alex Ramirez, PLA
Principal
aramirez@designworkshop.com
(713) 357-6452

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 01C

This Work Order No. 01C (this “Work Order”) is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of Sept 30, 2022 (the “PSA”).

Work Order Date: October 22, 2026

Consultant: Design Workshop, Inc.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$49,720

Location of Services: Houston, Texas - Midtown District

Description of Services: On-call landscape architecture services; preparation/assistance with parks and open spaces maintenance and sustainability requests; construction observation, as needed

Schedule Requirements: Commencement of Services: July, 2026

Completion of Services: July, 2027

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

Design Workshop, Inc.

By: 
Alex Ramirez, PLA - Principal

Printed Name and Title

Date: October 15, 2026

[End of Attachment B]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “**Agreement**”) is between **MIDTOWN REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation (“**Midtown**”), and **DESIGN WORKSHOP, INC.**, a Colorado corporation (“**Consultant**”). Midtown and Consultant are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

The Parties agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1. Consultant agrees to perform design, project management, program management, technical, consulting and such other services (the “**Services**”) as are requested from time to time by Midtown, which Services shall be set forth more particularly in work orders, the form of which is attached hereto as Attachment B (“**Work Orders**”), issued in writing from time to time by Midtown and accepted by Consultant. Services may include design of specific projects, performing detailed site surveys, conducting constructability studies, preparing cost estimates, and determination of a contractor’s general compliance with plans, specifications, design, and planning concepts.

1.2. Work Orders shall contain the schedule, price and payment terms applicable to the Services within the scope of such Work Orders. Work Orders will refer to and be governed by and subject to the terms, conditions and other provisions of this Agreement. Work Orders will become effective when a copy thereof is signed and issued by the executive director of Midtown or his duly authorized representative (the “**Executive Director**”), signed by Consultant, returned to Midtown, and approved by Midtown’s board of directors (the “**Board of Directors**”) (if such approval is required). Services covered by any Work Order (and related plans and specifications, if any) are not modified unless such modification has been agreed to in writing by Midtown and Consultant as set forth herein.

1.3. Terms, conditions or other provisions contained in any Work Order that conflict with any terms, conditions or other provisions of this Agreement will have no effect and will be deemed stricken and severed from such Work Orders, and the balance of such Work Orders will remain in full force and effect.

1.4. Nothing herein obligates Midtown to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement prohibits the Parties from entering into separate or supplemental agreements in addition to this Agreement for services or work (e.g., services or work may involve tasks, risks and responsibilities which the Parties may decide should be governed by an agreement other than or different from this Agreement).

ARTICLE 2

TERM OF AGREEMENT

2.1. This Agreement shall be effective for a term of one (1) year from the date of the last signature set forth below and shall be automatically renewed without action by either Party for subsequent terms of one (1) year unless terminated earlier in writing in accordance with Article 13.

2.2. Notwithstanding any termination of this Agreement pursuant to Section 2.1, this Agreement shall remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as the Services under the Work Orders have been completed; provided however, that, pursuant to Article 13, either Party shall have the right to terminate any Work Order for cause and Midtown shall have the right to terminate any Work Order for convenience.

ARTICLE 3

COMPENSATION AND PAYMENT

3.1. Midtown agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant hereunder, the rates and charges agreed upon for a specific Work Order. Attachment A shall be used to negotiate the price of each Work Order issued hereunder.

3.2. On or as soon as practicable after the first day of each calendar month, Consultant shall submit an invoice to Midtown, together with appropriate releases and lien waivers in forms acceptable to Midtown, covering all Services performed by Consultant during the preceding calendar month. Consultant shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount of payment requested for each such Work Order, (iii) brief descriptions of Services performed during the prior month for each such Work Order, and (iv) the total payment requested by such invoice. Midtown shall pay the amount it agrees to be due within thirty (30) days after receipt of such invoice or within fifteen (15) days after the monthly meeting of the Board of Directors where such amount is approved, whichever is later.

3.3. Midtown may withhold and/or offset all or any part of payment requested in any invoice to protect Midtown from loss or expected loss because of:

(a) Services that are defective or not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens for which Consultant, or its contractors, subcontractors, subconsultants or third parties under its direction and control, is responsible pursuant to this Agreement, including pursuant to any indemnification obligation hereunder, asserted or filed against any Indemnatee (as defined below) or any Indemnatee's property or any portion thereof;

(c) uninsured damage to any Indemnitee which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its contractors, subcontractors, subconsultants or third parties under its direction or control which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance;

(d) any failure of Consultant to pay any of its contractors, subcontractors, subconsultants or third parties under its direction and control;

(e) failure of Consultant to submit proper invoices with all required attachments and supporting documentation;

(f) evidence that the Services cannot be completed for the unpaid balance of the fee due Consultant under the applicable Work Order;

(g) evidence that the Services will not be completed within the time set forth in the applicable Work Order or a schedule agreed upon for such Services, and that the unpaid balance would not be adequate to cover damages for the anticipated delay; or

(h) any other failure of Consultant to comply with this Agreement.

3.4. Consultant agrees to pay in full as soon as reasonably practicable, but in no event later than thirty (30) days following payment from Midtown for a specific Work Order, all contractors, subcontractors, subconsultants or third parties under its direction and control in connection with Services that are owed payment by Consultant out of such payment made to Consultant by Midtown.

3.5. If Midtown is entitled to reimbursement or payment from Consultant under or pursuant to this Agreement, such payment shall be made promptly upon demand by Midtown. Notwithstanding anything contained in this Agreement to the contrary, if Consultant fails to promptly make any payment due Midtown, or Midtown incurs any costs and expenses to cure any default of Consultant or to correct defective Services, or Consultant owes Midtown money for any other reason, Midtown, without waiver or limitation of any of its other rights or remedies under this Agreement and applicable law, shall have the right but not the obligation from time to time to deduct and/or offset from any amounts due or owing by Midtown to Consultant any and all amounts owed by Consultant to Midtown.

3.6. Consultant shall pay promptly all indebtedness for labor, materials and equipment used in performance of the Services under a Work Order. Consultant shall make, pay and discharge all valid taxes, lienable claims, charges, payments to all vendors, suppliers, workers, materialmen and subcontractors and take all other action necessary to keep Midtown's property and the Services free of liens. If a lien attaches to Midtown's property or the Services, Consultant shall promptly procure Midtown's release and indemnify Midtown against all damage and expense incident thereto, and Midtown may make any payment necessary to discharge the lien, and it may offset the amount of the payment, including, but not limited to, court costs, expenses, and reasonable attorneys' fees that it incurs because of the lien or its discharge, against any payment owing or to be owed to Consultant. Consultant shall furnish, on request by Midtown, receipts and

releases with respect to Services that show that all costs and expenses of the Services have been paid, and that no claims, liens, or rights to liens exist against Midtown or its property.

ARTICLE 4

ACCESS TO SITES; PERMITS; AVAILABILITY OF FUNDING

4.1. Consultant shall have access to all sites to the extent necessary for the performance of Services under this Agreement.

4.2. Unless otherwise specified in the applicable Work Order(s), Consultant will assist Midtown in securing all necessary approvals, permits, licenses, easements and consents necessary for the performance of Services.

4.3. Consultant understands that appropriations for Services pursuant to Work Orders under this Agreement will sometimes be made in stages by Midtown. Consultant also understands that such Services will be performed and expenses incurred by Consultant and payments will be made to Consultant under the direction of and subject to the approval of the Executive Director and/or the Board of Directors.

ARTICLE 5

STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; FURNISHING OF INFORMATION TO PUBLIC WORKS DIRECTOR; REVIEW AND APPROVAL BY CITY OF HOUSTON

5.1. Consultant shall supervise and direct the Services and those of its contractors, subcontractors, subconsultants or third parties under its direction and control using its professional skill and attention in an expeditious and economical and efficient manner consistent with furthering the interests of Midtown, and shall exercise the degree of care, skill, and diligence in the performance of the Services that are free from defects and in accordance with and consistent with the industry standards for professionals regularly engaged in the performance of services of a similar nature to the Services (Consultant's "*Standard of Care*").

5.2. Consistent with its Standard of Care, Consultant will keep Midtown apprised of the status of Services, will coordinate its activities with Midtown, and accommodate other activities of Midtown at the sites to which the Services relate.

5.3. Consultant confirms and agrees that Midtown has and shall retain all rights, title, and interest in and to any information, drawings, maps, field notes, statistics, computation, or other data provided by or on behalf of Midtown, including, without limitation, any patent, trademark, copyright or other intellectual property rights, and that by use of any thereof, Consultant shall not acquire any right, title, or interest in any thereof, including, without limitation, any patent, trademark, copyright or other intellectual property rights. Consultant shall promptly report to Midtown any error, inconsistency or omission of which Consultant becomes aware in any contractor's work, in any of Consultant's documents provided to Midtown, contractor or others in connection with the Services, or in any information or documents provided to Consultant by or on behalf of Midtown. Midtown makes no representation or warranty that any services, information,

surveys and reports provided by or on behalf of Midtown under this Agreement (“**Midtown Information**”) are accurate, complete, correct, fit for their intended purpose, or can be used without infringing any patent, copyright, trademark, or other intellectual property rights of third parties under the intellectual property rights of the world. Nevertheless, Consultant shall be entitled to rely upon such Midtown Information without the need to independently confirm its accuracy, completeness, correctness, fitness for a particular purpose or likelihood of infringement; provided, however, that Consultant may not rely upon such Midtown Information if: (i) Consultant has been informed by Midtown (a) of inaccuracies, errors, omissions or other deficiencies in such Midtown Information, or (b) otherwise not to rely upon such Midtown Information, in whole or in part; or (ii) Consultant becomes aware of any inaccuracy, error, omission or other deficiency in the Midtown Information, or (iii) Consultant otherwise, in accordance with the Standard of Care, should not rely upon such Midtown Information. Consultant immediately shall inform Midtown in writing of any Midtown Information which Consultant considers unreliable. In the event Consultant is prevented from relying upon any particular item of Midtown Information but has need to rely upon such Midtown Information for performance of its Services in accordance with this Agreement, Consultant shall inform Midtown in writing of the problem with the particular item of the Midtown Information and Consultant’s need for reliable replacement information. The parties shall then determine how best to obtain such information in a reliable form.

5.4. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its contractors, subcontractors, subconsultants or third parties under its direction and control but shall not assume control of or responsibility for the overall site safety. Construction contractors of Midtown, other than Consultant, have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all parties, and for taking appropriate steps to ensure the quality of their work and the safety of their employees and of others in connection with their performance of work or services provided under contracts with Midtown. The foregoing does not, however, relieve Consultant of its obligation to comply with the Standard of Care and otherwise properly perform its obligations under this Agreement and the Work Orders.

5.5. During performance of the Services, Consultant shall not, directly or indirectly, become involved in any relationship that presents a conflict of interest based upon information available to Consultant, or upon discovery thereof, allow such a conflict to continue. If Consultant believes that there is a possibility of a conflict of interest, prior to performance of Services, or at such time that Consultant discovers the potential for which there is a possibility of a conflict of interest, Consultant shall provide to Midtown any additional disclosures regarding the potential conflict. Consultant shall promptly provide to Midtown any facts or additional information regarding any possible conflict as Midtown may reasonably request, including that requested pursuant to Section 5.6 herein.

5.6. With respect to providing Services hereunder, Consultant shall (a) promptly disclose to Midtown any facts which might involve any reasonable possibility of a conflict of interest during the term of this Agreement; (b) complete any forms required by state law, including forms in accordance with Chapters 171 and 176, Texas Local Government Code; (c) ensure that each of Consultant’s contractors, subcontractors and subconsultants completes the required forms provided pursuant to clause (b) of this section, and provides a copy of the required forms to Midtown before such contractor, subcontractor or subconsultant performs any Services; (d)

comply with the “Good Faith Efforts” requirement defined and described in Midtown’s Minority and Women-owned Business Enterprises (“**M/WBE**”) policy, as set forth in Section 14.4; and (e) for projects funded in whole or in part by federal funds, comply with all federal requirements regarding Services performed for such projects, including those set forth in Attachment C.

5.7. If requested by Midtown, Consultant shall furnish to the director of Houston Public Works (the “**Public Works Director**”) copies of estimates and progress reports related to construction and necessary for the performance of Services as such estimates and reports are prepared and become available.

5.8. Consultant acknowledges and agrees that projects of Midtown may be subject to review and approval by the City of Houston. Accordingly, as and when requested by Midtown, Consultant shall submit information and cooperate with the City of Houston to the extent necessary to undergo such review or obtain such approval as part of the Services.

ARTICLE 6

AUDIT RIGHTS

Consultant and its contractors, subcontractors and subconsultants shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant and its contractors, subcontractors and subconsultants shall maintain records of direct costs for which Midtown is charged. Midtown shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom.

ARTICLE 7

OWNERSHIP OF INSTRUMENTS OF SERVICE AND TECHNOLOGY

7.1. All drawings, specifications, other documents prepared or furnished by the Consultant or its contractors, subcontractors, subconsultants or third parties under its direction and control pursuant to this Agreement, including those in electronic form, and copies thereof furnished by any of them and the architectural works (as defined by 17 U.S.C. 101) embodied thereby, are and shall remain Midtown’s property upon creation (collectively, “**Instruments of Service**”) provided, however, that Instruments of Service do not include pre-existing proprietary information of Consultant or its contractors, subcontractors, subconsultants or third parties under its direction and control (“**Consultant Proprietary Information**”). Consultant agrees to and does hereby assign, grant, transfer and convey to Midtown, its successors and assigns, Consultant’s entire right, title, interest and ownership in and to such Instruments of Service, including the right to secure copyright registration. Consultant confirms that Midtown and its successors and assigns shall own Consultant’s right, title and interest in and to, including the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Instruments of Service, whether or not such Instruments of Service constitute a “work made for hire” as defined in 17 U.S.C. Section 201(b). In addition, the Consultant hereby grants Midtown a fully paid-up, royalty free, perpetual, assignable, non-

exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with Midtown's exercise of its rights in the Instruments of Service, operation, maintenance, repair, renovation, expansion, replacement and modification of projects of Midtown or otherwise in connection with property or projects in which Midtown has an interest (whether by Midtown or a third party). Notwithstanding anything in this Agreement to the contrary, if (a) Midtown uses the Instruments of Service for a project other than the project for which the Instruments of Service were prepared or furnished and without Consultant's involvement, and (b) Consultant has not consented to such use, then Midtown agrees to release Consultant and its contractors, subcontractors, subconsultants and third parties under its direction and control for any liability arising from such use; provided, however, that the foregoing release shall not apply in the event such lack of involvement is due to termination of Consultant for cause. Consultant shall obtain assignments, confirmations and licenses substantially similar to the provisions of this paragraph from all of its contractors, subcontractors, subconsultants and third parties under its direction and control. Instruments of Service are to be used by Consultant only with respect to the project in connection with which such Instruments of Service were created and are not to be used on any other project without Midtown's prior written consent. For the avoidance of doubt, Consultant and its contractors, subcontractors, subconsultants or third parties under its direction and control are not prohibited from using public standards or details on any other project. Consultant and its contractors, subcontractors, subconsultants or third parties under its direction and control are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements or for other purposes in connection with Services is not to be construed as publication in derogation of Midtown's copyright or other reserved rights. Consultant shall deliver all copies of the Instruments of Service to Midtown upon the earliest to occur of Midtown's request, completion of Services in connection with which Instruments of Service were created, or termination of this Agreement, except that Consultant may keep one (1) record copy of all Instruments of Service for its files.

7.2. Consultant agrees that all information provided by Midtown in connection with Services ("**Confidential Information**") shall be considered and kept confidential, and shall not be reproduced, transmitted, used or disclosed by Consultant without the prior written consent of Midtown, except as may be necessary for Consultant to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (i) was at the time of receipt by Consultant otherwise known by Consultant by proper means;
- (ii) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to Consultant;
- (iii) subsequently is developed independently by Consultant by proper means, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of Consultant being a Party to this Agreement;

(iv) becomes known or available to Consultant from a source other than Midtown that acquired it through proper means, which source is not under an obligation of confidentiality to Midtown, and without breach of this Agreement by Consultant or any other impropriety of Consultant;

(v) enters the public domain without breach of this Agreement by or other impropriety of Consultant;

(vi) becomes available to Consultant by inspection or analysis of products available in the market;

(vii) is disclosed with the prior written approval of Midtown;

(viii) was exchanged between Midtown and Consultant and ten years have subsequently elapsed since such exchange; or

(ix) is required to be disclosed pursuant to applicable law; provided that Consultant promptly notifies Midtown in writing of any proposed disclosure of Confidential Information pursuant to this subsection sufficiently in advance of such proposed disclosure such that Midtown may seek an appropriate protective order (and Consultant shall reasonably cooperate, at Midtown's expense, with any such effort) or waive any applicable confidentiality requirements hereunder.

7.3. Consultant shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as Consultant normally takes to preserve and safeguard its own proprietary or confidential information, but in no event less than a commercially reasonable degree of care.

7.4. Consultant will advise Midtown of any patents, trademarks, copyrights or proprietary rights and any royalties, licenses, or other charges which Consultant knows or should know in the exercise of its Standard of Care that impacts any design provided by Consultant in connection with any Services, and obtain Midtown's prior written approval before proceeding with such Services. Consultant shall not perform patent searches or evaluation of claims, but will assist Midtown in this regard if requested, on the basis set forth herein. There will be no charge for Consultant's existing patents.

ARTICLE 8

INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods, subject to compliance with this Agreement. Consultant shall not be considered a partner, joint venture, affiliate, agent or employee of Midtown and shall in no way have any authority to bind Midtown to any obligation. As an independent contractor, as between Consultant and Midtown, Consultant assumes full responsibility for the safety of all persons performing and property associated with Consultant's performance of the Services, and shall

supervise and control Consultant's agents, employees, contractors, subcontractors, subconsultants and any third parties under its direction and control.

ARTICLE 9

CORRECTION OF SERVICES

If Consultant fails to comply with the Standard of Care, in addition to such other rights and remedies as Midtown may have under this Agreement, at law or in equity, Consultant shall, without additional compensation, be responsible for the damages suffered or incurred by Midtown due to such failure by Consultant, and the costs, fees and expenses of correcting its Services, including but not limited to, when applicable:

- (a) The cost of correcting and replacing any affected design documents, including reproducible drawings;
- (b) The replacement cost of the contractor's work which is installed pursuant to and in accordance with documents for which Consultant is responsible under this Agreement or applicable Work Order containing errors or omissions in contravention of the Standard of Care; and
- (c) The additional costs of consultants to Midtown, if any, arising out of such defective Services.

In the event that Consultant is either not capable of performing the corrections or not capable of performing such corrections in time to meet Midtown's requirements, Midtown may have the Services performed and any defective Services corrected by a third party and Consultant shall reimburse Midtown for the fees, costs and expenses of such performance or correction or Midtown may offset such amount in accordance with this Agreement or otherwise in accordance with applicable law.

ARTICLE 10

INDEMNIFICATION BY CONSULTANT

TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS MIDTOWN AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND THE CITY OF HOUSTON AND ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "**INDEMNITEES**"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, INJURIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, PENALTIES, FINES, FEES, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACT (AS AMENDED) OR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, ARISING IN FAVOR OF OR BROUGHT

BY ANY OF CONSULTANT'S EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR BY ANY GOVERNMENTAL AGENCY OR BY ANY OTHER THIRD PARTY WHICH ARE :

- A. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- B. TO THE EXTENT CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE (WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE), BY CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- C. 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 CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- D. DUE TO THE FAILURE OF CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL TO PAY ITS CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT; OR
- E. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH LOSSES 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 LOSSES ARE CAUSED BY, ARISE FROM OR RESULT FROM ANY ACTS OR OMISSIONS OF CONSULTANT (WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE), ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR

ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES
DIRECTION AND/OR CONTROL.

The indemnification obligations of Consultant under this Article 10 shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this Article 10. The presence or absence of any insurance relating to or otherwise affecting this Agreement, the Services, the Instruments of Service, or the Consultant's actions or inactions shall not be construed as a limitation upon the duties and obligations of the Consultant as provided in this Article 10.

ARTICLE 11

LIMITATION OF LIABILITY

11.1. Except for Consultant's obligations pursuant to Article 10, neither Party hereto, nor its affiliates, its contractors, subcontractors, subconsultants, or vendors of any tier, shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or for any other indirect, consequential or special damages, WHETHER ARISING OUT OF OR BASED UPON THE OTHER'S BREACH OF CONTRACT OR OTHERWISE UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY, WITHOUT REGARD TO FAULT), OR THE LAW OF PROPERTY, OR AT COMMON LAW OR IN EQUITY, VIOLATION OF STATUTE, OR OTHERWISE, provided that this waiver shall not apply to:

- (i) the other's gross negligence, willful or intentional misconduct, or fraud or misrepresentation;
- (ii) damages specifically contemplated in this Agreement; or
- (iii) damages recoverable from any insurance procured by the other.

11.2. For purposes of this Article, an "**affiliate**" of a Party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers.

ARTICLE 12

INSURANCE

Consultant shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and through the expiration of the last correction period set forth in Article 9, provide insurance coverage, with companies lawfully authorized to do business in Texas, in at least the amounts and types described in Attachment D. Consultant shall require its contractors, subcontractors and subconsultants of any tier to maintain similar insurance during this period. Such insurance is to be provided at the sole cost of Consultant and all contractors, subcontractors and subconsultants of any tier. In the event any requirement of Attachment D or this Article 12 is less stringent upon Consultant or its contractors, subcontractors and subconsultants of any tier than those which are required pursuant to any agreement between the

City of Houston and Midtown, upon notification by Midtown to Consultant of such requirement, then Consultant agrees to comply and to cause its contractors, subcontractors and subconsultants of any tier to comply with and cause compliance with any more stringent requirements set forth therein.

ARTICLE 13

CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE; UNFORESEEN SITE CONDITIONS

13.1. Midtown may, at any time and from time to time, make written changes to Work Orders in the form of modifications, supplements, additions, or omissions. In the event Consultant believes that such modifications, supplements, additions, or omissions will entitle Consultant to an adjustment in time or compensation for performance, Consultant shall notify Midtown in writing before commencing such modifications, supplements, additions, or omissions. Such notification shall include a statement of the proposed schedule and cost adjustment for such modifications, supplements, additions, or omissions. In the event that Midtown agrees, in its sole discretion, that Consultant is entitled to an adjustment, Midtown shall issue a written change order setting forth the agreed upon equitable adjustment to the Work Order to reflect the change in compensation and schedule, which change order shall be effective upon execution by Consultant. If Consultant commences such modifications, supplements, additions, or omissions without first notifying Midtown as required herein and obtaining such change order and Midtown does not subsequently agree to an adjustment for such modifications, supplements, additions, or omissions in writing, Consultant does so at its own risk and Midtown shall not be required to pay or otherwise be liable for any costs or expenses associated with such modifications, supplements, additions, or omissions and Consultant will not be entitled to any compensation or schedule adjustment. Furthermore, if any such modifications, supplements, additions, or omissions are required due to Consultant's errors, omissions, failure to comply with this Agreement or Work Order or other fault, Consultant shall provide such modifications, supplements, additions, or omissions at its own cost and expense and without any adjustment to the schedule.

13.2. Midtown may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order, in whole or in part, at any time by giving thirty (30) days' written notice of such termination. Upon receipt of such notice Consultant shall:

- (i) stop work on the date and to the extent specified in such notice, and
- (ii) take such further action regarding termination of the Services as Midtown may reasonably direct.

In the event of such termination, Midtown shall have the right but not the obligation to assume all obligations, commitments, and claims that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and Midtown shall pay Consultant for Services properly performed to date of termination and for reasonable costs of closing out such Services. Upon termination, Consultant may invoice Midtown for all Services performed by Consultant prior to the time of termination which have not previously been compensated. Payment

of this final invoice is subject to the agreement of Midtown and is due and payable within thirty (30) days after receipt by Midtown or within fifteen (15) days after the monthly meeting of the Board of Directors where such amount is approved, whichever is later.

13.3. This Agreement or any Work Order may be suspended by Midtown, in whole or in part, upon notice to Consultant, specifying which portion of the Services are to be suspended and the effective date of such suspension. Consultant shall continue to diligently perform any remaining Services that are not suspended. Upon resumption of the Services, Consultant may seek a change order pursuant to Section 13.1 to equitably adjust Consultant's compensation and time for performance as a result of such a suspension; provided, however, that no adjustment shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Consultant is responsible or otherwise for a delay not caused by Midtown; or (ii) that an equitable adjustment is made or denied under another provision of this Agreement or applicable Work Order. Moreover, adjustments made in the cost of and time for performance shall be limited to the increase or decrease in the cost and time of performance directly attributable to such suspension and subject to the approval of Midtown.

13.4. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with this Agreement or such Work Order and the breaching Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that Midtown terminates this Agreement or any Work Order for cause, no compensation for such Work Order will be due Consultant until final completion of the then ongoing Services and payment of any such compensation will be subject to Midtown's right to offset all damages and costs associated with finally completing such Services.

13.5. The payments due Consultant for termination and suspension as set forth in this Article 13 shall be Midtown's only obligation and liability to Consultant by reason of such termination or suspension. Consultant shall not be entitled to any additional amounts for anticipated profits or unperformed Services. All amounts payable shall be subject to Midtown's rights to offset and audit.

ARTICLE 14

ASSIGNMENT AND SUBCONTRACTING

14.1. Consultant shall not assign or transfer (by operation of law or otherwise) any right or interest in this Agreement or any Work Order without Midtown's prior written consent. For purposes of this Article 14, a merger is considered a transfer. Any purported assignment by the Consultant in violation of this provision shall be void. Midtown may assign its rights and obligations under and interest in this Agreement, in whole or in part, without the consent of the Consultant.

14.2. The Parties respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other Party hereto and to partners, successors, permitted assigns and legal representatives of such other Party in respect of all covenants, agreements and obligations contained herein.

14.3. Consultant shall not utilize any contractor, subcontractor or subconsultant without prior written approval by Midtown. The qualifications of Consultant's contractors, subcontractors and subconsultants shall be subject to Midtown's review and approval. All agreements between the Consultant and its contractors, subcontractors and subconsultants shall be subject to the requirements of (and such agreements shall expressly so state) this Agreement and applicable Work Orders. Consultant shall be fully responsible for the timely and proper performance of Services by its contractors, subcontractors and subconsultants to the same extent as if all such Services were performed by the Consultant's personnel. All costs of Services performed by such contractors, subcontractors and subconsultants are included in the compensation due Consultant for such Services and shall be paid by the Consultant. Midtown shall have no responsibility for payment of the Consultant's contractors, subcontractors and subconsultants.

14.4. It is Midtown's policy to ensure that M/WBEs have full opportunity to compete for and participate in Midtown contracts. Consultant will be required to comply with the City of Houston's M/WBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Consultant will be required to make good faith efforts to award subcontracts and supply agreements in at least 30% of the value of each applicable Work Order (as provided herein) to certified M/WBEs. Consultant acknowledges that it has reviewed the requirements for good faith efforts on file with the City of Houston's Office of Business Opportunity ("**OBO**"), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with these requirements. Midtown's M/WBE program is a goal-oriented program, requiring contractors who receive contracts from Midtown to use good faith efforts to utilize certified M/WBE businesses. For purposes of this Agreement, the program applies to all Work Orders over \$50,000, except Work Orders funded in whole or in part by federal funds, unless otherwise prohibited by applicable law or expressly exempted by Midtown. To participate, a business must be certified as an M/WBE by an agency or organization whose certification is recognized by Midtown. Midtown recognizes certification by the following governmental and private agencies: the City of Houston's OBO, the Houston Minority Supplier Development Council, or the Women Business Enterprise Alliance. Midtown has the right to revoke acceptance of a business as a certified business and to conduct certification reviews.

ARTICLE 15

CONSULTANT REPRESENTATIVE/CONSULTANT TEAM

15.1. Consultant shall designate an individual to serve as its representative and provide Midtown with written notice of such individual prior to performing any Services. Any consent, approval, decision or determination hereunder by such representative shall be binding on Consultant. Consultant shall have the right, from time to time, to change such representative to another equally or better qualified individual, but only with Midtown's prior written consent, by giving Midtown written notice of Consultant's intent to do so.

15.2. Consultant is obligated to employ the personnel, contractors, subcontractors and subconsultants for performance of the Services as originally proposed. Requests for replacements of the original personnel, contractors, subcontractors or subconsultants shall be submitted in writing to Midtown. Changes must be approved in writing by Midtown, who shall carefully

consider the qualifications and status of the proposed replacement personnel, contractors, subcontractors or subconsultants.

ARTICLE 16

SEVERABILITY AND REFORMATION

The invalidity, illegality, or unenforceability of any provision of this Agreement or any Work Order, or the occurrence of any event rendering any portion or provision of this Agreement or any Work Order void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or Work Orders. If any provision of this Agreement or any Work Order or any portion of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from this Agreement or such Work Order and the balance of this Agreement or Work Order shall remain in full force and effect. The parties further agree that this Agreement and any Work Order shall be construed to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement or Work Order from being void should a provision which is the essence of this Agreement or applicable Work Order be determined to be invalid, illegal, unenforceable or void.

ARTICLE 17

CONSTRUCTION

If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The terms “include,” “includes” or “including” shall mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

This Agreement and Work Orders issued under it contain the full and complete understanding of the Parties pertaining their subject matter and supersede any and all prior and contemporaneous representations, negotiations, statements, agreements or understandings between the parties, whether written or oral. Neither party has relied on any such representations, negotiations, statements, agreements or understandings. This Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 19

NO THIRD PARTY BENEFICIARY

There are no third party beneficiaries of this Agreement and no third party may rely upon any obligation herein or upon the findings of any report produced hereby. Further, this Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

ARTICLE 20

GOVERNING LAW

This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles.

ARTICLE 21

COMPLIANCE WITH STATE LAWS

21.1. Consultant hereby certifies that Consultant is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.

21.2. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "**SB 19**"), Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any:

- (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code, as amended, does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Consultant and exists to make a profit.

21.3. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in

the 87th Texas Legislative Session), Texas Government Code, as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code, as amended, does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Consultant understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Consultant and exists to make a profit.

21.4. For purposes of compliance with Section 2271.002, Texas Government Code, as amended, Consultant 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.

21.5. For purposes of compliance with Section 2252.152, Texas Government Code, as amended, Consultant hereby represents and warrants that, at the time of this Agreement, neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code.

21.6. Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission’s electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission (“**Form 1295**”), in connection with entry into this Agreement. Upon receipt of Consultant’s Form 1295, Midtown agrees to acknowledge Consultant’s Form 1295 through its electronic filing application. Midtown and Consultant understand and agree that, with the exception of information identifying Consultant and the contract identification number, Midtown is not responsible for the information contained in Consultant’s Form 1295 and Midtown has not verified such information.

ARTICLE 22

DISPUTE RESOLUTION; VENUE; JURISDICTION

22.1. In the event of any claim, dispute or controversy arising out of or relating to the implementation of or performance of this Agreement or any Work Order (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief) (all of which are referred to herein as “**Disputes**”) which Midtown and Consultant have been unable to resolve within thirty (30) days after such Dispute arises, a senior representative of Consultant shall meet with the Executive Director of Midtown at a mutually agreed upon time and place not later

than forty-five (45) days after such Dispute arises to attempt to resolve such Dispute. In the event such representatives are unable to resolve any such Dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such Dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. The mediation requirement in this section shall not operate to prevent Midtown from filing a lawsuit and/or claim in the event that Midtown reasonably believes such lawsuit and/or claim is necessary to protect its rights in any respect, including but not limited to preserving limitations or preventing irreparable harm to its interests.

22.2. Subject to Consultant's obligation to comply with the requirements of the foregoing Section 22.1, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement or any Work Order, Consultant hereby agrees that this Agreement and all Work Orders are performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Consultant. For the avoidance of doubt Consultant hereby expressly, clearly and unequivocally agrees that Midtown has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard; and, having so agreed, Consultant hereby irrevocably waives its right to remove any such proceeding to any federal court should Midtown choose to bring any proceeding in any state court of Texas. Furthermore, to the fullest extent permitted by law, Consultant hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with this Agreement in any state court in Houston, Harris County, Texas. Finally, Consultant hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

22.3. If Consultant brings any claim against Midtown and Consultant does not prevail with respect thereto, Consultant shall be liable for all reasonable and necessary attorneys' fees incurred by Midtown as a result thereof.

ARTICLE 23

RIGHTS AND REMEDIES

23.1. Duties and obligations imposed by this Agreement and the Work Order and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, except where a remedy is agreed to be sole and exclusive in this Agreement or applicable Work Order.

23.2. Failure of either Party to insist on the strict performance of any of the requirements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring as a result of any default or failure of performance. Furthermore, no action or failure to act by Midtown shall constitute a waiver of any right or duty afforded to Midtown under this Agreement or otherwise by law, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder. Any claim by the Consultant that the terms of conditions of this Agreement or any Work Order have been changed or waived must be evidenced by an agreement in writing approved and signed by Midtown.

23.3. Any acceptance or approval by Midtown shall not constitute nor be deemed to be a release of responsibility or liability of Consultant or its contractors, subcontractors and subconsultants for the accuracy, competency and completeness of any Services, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by Midtown for any defect, error or omission in any Services. Whenever used in this Agreement or any Work Order, "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent.

ARTICLE 24

NOTICE

All notices, requests or consents provided for or required to be given hereunder must be in writing and will be deemed given if personally delivered, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service (with proof of receipt) to the following addresses (or any other address that a Party may designate by written notice to the other Party):

If to Midtown: Midtown Redevelopment Authority
410 Pierce Street
Suite 355
Houston, TX 77002
Attention: Matthias Thibodeaux

If to Consultant: Design Workshop, Inc.
918 Congress Street
Houston, Texas 77002
Attention: Alex Ramirez

If delivered personally, notice will be deemed received upon delivery. If delivered by certified mail, notice will be deemed received upon the earlier of actual receipt or five (5) business days after the date of deposit in the United States mail. If delivered by a nationally recognized overnight delivery service, notice will be deemed received the first business day after the date of deposit with the delivery service.

ARTICLE 25

COUNTERPARTS

This Agreement may be executed and delivered (including by facsimile transmission or electronic signature) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year of the last signature written below.

Consultant:

DESIGN WORKSHOP, INC.

By: 

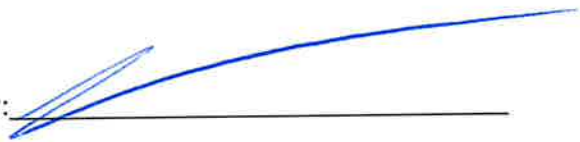
Robb Berg, PLA | President

Printed Name and Title

Date: 06.27.22

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: 

Matt Thibodeaux, Executive Director

Printed Name and Title

Date: 6/30/2022

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ATTACHMENT A

Compensation terms for Services:

A.1. COMPENSATION BASED ON COST

(a) PERSONNEL COSTS

FOR SERVICES ON TIME AND MATERIALS BASIS

<u>Staff Category</u>	<u>Hourly Rate (Regular Time)</u>	<u>Hourly Rate (Overtime)</u>
Principal In Charge	\$250	NA
Project Manager	\$150-200	NA
Project Landscape Designer 1	\$110-130	NA
Project Landscape Designer 2	\$100	NA

(b) ALL OTHER EXPENSES

Reimbursable expenses will be invoiced at the actual cost, which will not exceed the reasonable cost for such expense, and will be limited to those costs incurred by the Consultant and its contractors, subcontractors and subconsultants of any tier in performing the Services as follows:

1. Subject to Midtown's approval, actual and reasonable travel and subsistence expenses for out-of-town travel in the discharge of duties in connection with the Services, provided that the daily travel rates shall not exceed those set forth above. Consultant shall use commercially reasonable efforts to obtain the lowest available cost for such travel and expenses, including but not limited to coach class air travel. For travel solely by automobile, mileage will be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel for business miles.
2. Costs of postage including the cost of air express mail and delivery services directly required by the Services.
3. Fees paid on behalf of Midtown for securing approvals of governmental authorities having jurisdiction over a project, if directly required by the Services.
4. Costs of additional insurance coverage or limits, including professional liability insurance, when requested by Midtown in amounts in excess of the requirements of Attachment D of this Agreement.
5. An estimate of Consultant's reimbursable expenses will be set forth in each Work Order; provided, however, that Consultant shall provide notice to Midtown when the

total of its reimbursable expenses are 75% of such estimate for each project along with a revised estimate of the total reimbursable expenses for the Work Order and each project included therein.

Non-reimbursable expenses are included within the fees for the Services and include expenses incurred by the Consultant and its contractors, subcontractors and subconsultants of any tier as follows:

1. Costs of all transportation and subsistence expenses within (i) the metropolitan area of the Consultant and its contractors, subcontractors and subconsultants of any tier, and (ii) the metropolitan area of any project.
2. All local postage.
3. All telephone communications, internet services, e-mail transmissions, and facsimile transmissions.
4. All photocopying required either in support of the Services or to communicate with contractor, Midtown, and all other consultants and sub-consultants to Midtown or the Consultant of any tier.
5. Costs of all materials, photographic production, computer time, data processing and similar expenses incurred in support of the Services.
6. Any other costs in excess of the fees paid by Midtown unless approved in advance and in writing by Midtown.

A.2. LUMP SUM COMPENSATION (STIPULATED SUM FEE)

Unless a particular Work Order expressly states otherwise, Midtown will compensate Consultant on the basis of a mutually agreed lump sum price for the scope of work specified in the Work Order. Midtown may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, contractor, subcontractor and subconsultant costs, and other direct costs included in the estimate. Rates to be used in preparing the estimate will be as specified in Section A.1(a) above. Consultant will submit and Midtown will pay monthly invoices based on the mutually agreed percentage of the project completed, or according to the mutually agreed schedule of payment by design phase if such schedule is expressly included in a Work Order.

[End of Attachment A]

ATTACHMENT B

Form of Work Order

WORK ORDER NO. _____

This Work Order No. ____ (this “Work Order”) is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of _____, 20__ (the “PSA”).

Work Order Date: _____

Consultant: _____.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: _____

Location of Services: _____

Description of Services: _____

Schedule Requirements: Commencement of Services: _____

Completion of Services: _____

Midtown:

Consultant:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

By: _____

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

[End of Attachment B]

ATTACHMENT C

Federal Transit Administration Required Clauses and Related Provisions

For purposes of Attachment C, the term “Contractor” or “Respondent” shall mean Consultant and the term “Owner” shall mean Midtown.

Contractor is bound to Midtown to the same extent that Midtown is bound as recipient to the FTA pursuant to the clauses contained in Attachment C.

As such, Contractor agrees to comply with the statutory schemes and requirements set forth or referred to in this Attachment C to the extent each applies to the Contractor or the Services or any other obligations of Contractor pursuant to this Agreement. Without limiting the generality of the foregoing, Contractor agrees to submit all certifications as required by this Attachment C.

Moreover, to the extent that Midtown is required to ensure that the Contractor and any entity under its control comply with any requirement set forth or referred to in this Attachment C, the Contractor is itself responsible to ensure its own compliance with each thereof as well as to ensure the compliance with each thereof by all such entities under its control.

Further, to the extent that Midtown is required to give Contractor notice pursuant to any of the requirements set forth or referred to in this Attachment C, Contractor agrees that the inclusion of the requirements contained or referred in this Attachment C constitutes sufficient notice to discharge any such obligation of Midtown.

Finally, except to the extent required by law, Contractor agrees that Midtown’s obligations to the Contractor, and the Contractor’s rights in respect of Midtown, shall not be broadened or expanded pursuant to the inclusion of this Attachment C as part of this Agreement.

These federally required contract clauses are in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance. The Respondent certifies to abide by the clauses below as part of this procurement. The Respondent must also complete the forms included in the Respondent/Contractor Pre-Award Certifications.

1. **FLY AMERICA** – Does not apply to this contract.
2. **BUY AMERICA** – Does not apply to this contract.
3. **CHARTER BUS and SCHOOL BUS REQUIREMENTS** – Does not apply to this contract.
4. **CARGO PREFERENCE REQUIREMENTS** – Does not apply to this contract.

5. **SEISMIC SAFETY REQUIREMENTS** – Does not apply to this contract.

6. **ENERGY CONSERVATION**

- a. As authorized by the State of Texas, the Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

7. **CLEAN WATER**

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. **BUS TESTING** – Does not apply to this contract.

9. **PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS** – Does not apply to this contract.

10. **LOBBYING**

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 C.F.R. Part 20, New Restrictions on Lobbying, with the Owner. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- b. The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to the Owner. The Respondent/Contractor agrees to include

these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- c. The certification regarding Lobbying to be completed by the Respondent/Contractor and subcontractor(s) is provided herein (See Respondent/Contractor Pre-Award Certifications) under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- a. The Owner is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS – Does not apply to this contract.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT – Does not apply to this contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. The Owner and the Respondent/Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Respondent/Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent/Contractor to the extent the Federal Government deems appropriate.

- b. The Respondent/Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

The termination provisions of this Agreement are provided in Article 13 hereof.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (**See Respondent/Contractor Pre-Award Certifications**) is a material representation of fact relied upon by the Owner. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. **PRIVACY ACT** – Does not apply to this contract.

24. **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

- a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity** - The following requirements apply to the underlying contract:
 - i. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- iii. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

The breach provisions of this Agreement are provided in Article 13 hereof, and the dispute resolution provisions of this Agreement are provided in Article 22 hereof.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 12.5%. A separate contract goal has not been established.
- b. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.
- c. Respondents are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53 (**See Respondent/Contractor Pre-Award Certifications**). Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
 - i. The names and addresses of subcontractors that will participate in the contract;

- ii. A description of the work that each subcontractor will perform;
 - iii. Whether the subcontractors are a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The age of the firm;
 - vi. The annual gross receipts from the firm;
 - vii. The dollar amount of the participation of each DBE firm participating; and
 - viii. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made under (8) (**See Respondent/Contractor Pre-Award Certifications**).
- d. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Owner. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Owner, and following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- e. The Respondent/Contractor must promptly notify the Owner, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Owner.
- f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**See Respondent/Contractor Pre-Award Certifications**).
- g. The Owner encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses, are hereby incorporated by reference. The following clauses apply to this contract.
 - i. Access to Records and Reports
 - ii. Clean Air Act and Federal Water Pollution Control Act
 - iii. Civil Rights Laws and Regulations
 - iv. Disadvantaged Business Enterprise (DBE)
 - v. Fly America
 - vi. Government-Wide Debarment and Suspension
 - vii. Lobbying Restrictions
 - viii. No Government Obligation to Third Parties
 - ix. Program Fraud and False or Fraudulent Statements and Related Acts
 - x. Termination
 - xi. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
- c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING – Does not apply to this contract.

32. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Respondent/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and

facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

- c. The Respondent/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d. In addition, the Respondent/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing
- e. The Respondent/Contractor and all of its subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - i. 49 C.F.R. Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii. 49 C.F.R. Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
 - iii. 49 C.F.R. Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation
 - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
 - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
 - vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation”
 - vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC

- viii. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation
- ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
- x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. VETERAN'S PREFERENCE – Does not apply to this contract.

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RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the bid or proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials: _____

- A. Lobbying Certification _____
- B. Suspension and Debarment Certification _____
- C. Respondent/Contractor Certification _____
- D. DBE Subcontractor Certification _____
- E. Contractor Payment Report Form _____

I HEREBY ATTEST THAT THE PREVIOUS EXHIBIT TITLED, FEDERALLY REQUIRED CONTRACT CLAUSES, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

LOBBYING CERTIFICATION FORM

To be completed by the prime contractor and all subcontractors.

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

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SUSPENSION AND DEBARMENT CERTIFICATION FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

To be completed by the prime contractor and all subcontractors.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 C.F.R. Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE:

SIGNATURE:

NAME / TITLE:

RESPONDENT/CONTRACTOR

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Owner to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 C.F.R. Part 145).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

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RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The prime Respondent/Contractor shall complete this form by listing 1) Names of **ALL** proposed subcontractors, whether or not the subcontractor is a DBE or SBE. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm, 6) Gender code of owner, 7) Age of the firm, 8) Annual gross receipts of the firm, and 9) % or \$ amount of Total Subcontract. Those contractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those (sub)contractors which are listed on this form as DBEs must complete **DBE SUBCONTRACTOR CERTIFICATION**, agreeing to the information here.

RESPONDENT/CONTRACTOR: _____

PROJECT NAME: _____

ETHNIC CODES

- | | |
|----------------------------------|--------------------------|
| A Black American | E Asian-Pacific American |
| B Hispanic American | F Non-Minority Women |
| C Native American | G Other |
| D Sub-continental Asian American | |

GENDER CODES

- A Male B Female C Choose Not to Disclose

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name of subcontract or	Address, Telephone # of DBE Firm (Including name of contact)	Description of Work, Service Provided	DBE, SBE or non-DBE	Ethnic Code	Gender Code	Age of Firm	Annual Gross Receipts	DBE % or \$ amount of Total Contract

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name of subcontract or	Address, Telephone # of DBE Firm (Including name of contact)	Description of Work, Service Provided	DBE, SBE or non-DBE	Ethnic Code	Gender Code	Age of Firm	Annual Gross Receipts	DBE % or \$ amount of Total Contract

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with the Owner. The Contractor agrees to the terms of this schedule by signing below and submitting the DBE SUBCONTRACTOR CERTIFICATION, as completed by the DBE subcontractor(s).

SIGNATURE

DATE

DBE SUBCONTRACTOR CERTIFICATION

NOTE: In accordance with 49 C.F.R. (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in the DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this RFP.

1. TO: (Respondent/Contractor): _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____

and at the following price \$ _____ and/or _____% of the total contract amount (should be the same \$ or % found on **RESPONDENT/CONTRACTOR CERTIFICATION**).

4. The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ RESPONDENT/
CONTRACTOR _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

**ATTACH COPY OF SUBCONTRACTOR'S
TEXAS UNIFIED CERTIFICATION PROGRAM CERTIFICATE**

DRAFT

CONTRACTOR PAYMENT REPORT FORM

This form is to be included with each pay application until final payment of the Contract has been made. This form has been included for reference only.

CONTRACTOR PAYMENT REPORT FORM							
Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.							
1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period From: To:		4. Contractor's Business Name	5. Contact Person	6. Address	
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed	
			\$	\$	\$	\$	
14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date					
	\$	#VALUE!					
17	18	19	20	21	22	23	24
Name of DBE Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent Paid to Date	Amount of this invoice allocated to DBE subcontractor
(Add rows to the table, as needed, to complete this section)							
By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.							
Signature		Date Signed		Name and Title of Individual Completing Report			

[End of Attachment C]

ATTACHMENT D

Insurance

(a) **Kinds of Claims:**

- (1) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to Consultant's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of Consultant's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by Consultant, or (ii) by another person;
- (5) claims for damages, other than to Consultant's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- (7) claims for professional negligence.

(b) **Policies and Minimum Limits of Liability**

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
A. Workers' Compensation Texas Operations Employer's Liability	Statutory Accident \$500,000 Each Accident Disease \$500,000 Each Employee Disease \$500,000 Policy Limit
B. Commercial General Liability Including, but not limited to: 1. premises/operations 2. independent contractors' protective 3. products and completed operations 4. personal injury liability with employment exclusion deleted 5. contractual	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$500,000 Fire Damage Liability

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
C. Professional Liability	\$2,000,000 each claim & \$4,000,000 aggregate on a claims made basis covering errors and omissions of Consultant and its contractors, subcontractors and subconsultants
D. Business Automobile Liability including All Owned, Hired and Non-owned Automobiles.	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$4,000,000 Per Occurrence \$4,000,000 Aggregate Bodily Injury and Property Damage

*Aggregate limits are per 12 month policy period unless otherwise indicated.

(c) **Additional Requirements**

(1) All required insurance shall be maintained with responsible insurance carriers acceptable to Midtown and lawfully authorized to issue insurance of the types and amounts set forth in Article 12 and this Attachment D and having a Best's Financial Strength Rating of at least A- and a Best's Financial Size Category of Class VII or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

(2) All policies shall be in a form reasonably acceptable to Midtown and each policy must state that, to the extent commercially available, such policy may not expire or be cancelled, materially modified or nonrenewed unless the carrier therefor gives Midtown and the Public Works Director thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Consultant shall, prior to such expiration, supply Midtown with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to Midtown and written by carriers acceptable to Midtown. Consultant shall or, to the extent commercially reasonable, shall cause the applicable carrier or carriers to give written notice to the Public Works Director and Midtown within five days of the date on which total claims by any party against any insurance provided pursuant to Article 12 and this Attachment D reduce the aggregate amount of coverage below the amounts required by Article 12 and this Attachment D. In the alternative, a policy may contain an endorsement establishing a policy aggregate for each Work Order, subject to approval of such endorsement by Midtown.

(3) With respect to all policies required in Article 12 and this Attachment D, as soon as practicable upon execution of this Agreement, Consultant shall deposit with Midtown true and correct certificates thereof, accompanied by evidence satisfactory to Midtown of the payment of premiums and of the requirements of Article 12 and this Attachment D. Thereafter, certification of premium payments shall be deposited with Midtown not less than thirty (30) days before the expiration dates of the expiring policies or reduction of the stated dollar coverage of the face of

the policy. If requested to do so by Midtown, Consultant shall also furnish the originals or certified copies of the insurance policies for inspection.

(4) All policies of insurance and certificates issued pursuant to Article 12 and this Attachment D, with the exception of Professional Liability, and Workers' Compensation Insurance, shall name the Indemnitees as additional insureds.

(5) Inasmuch as Midtown and Consultant intend that all of Consultant's insured losses and liabilities fall upon Consultant's insurers, without recourse against Midtown, Consultant agrees to cause of all its policies of insurance required pursuant to Article 12 and this Attachment D to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Indemnitees.

(6) All insurance required pursuant to Article 12 and this Attachment D shall be primary in respect of any insurance maintained by Midtown or the City of Houston covering the same risk.

(7) If any policy required to be purchased pursuant to Article 12 and this Attachment D is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention or similar self-insurance mechanism shall be the sole responsibility of Consultant in the event of any loss and Consultant hereby waives any claim therefor against the Indemnitees.

(8) Moreover, Consultant hereby releases the Indemnitees from and waives all claims it may have against the Indemnitees to the extent any of such claims are covered by insurance required to be furnished by Consultant or any contractor, subcontractor or subconsultant hereunder, whether or not Consultant or such subconsultant actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON AN INDEMNITEE'S OWN NEGLIGENCE OR OTHER TORTIOUS CONDUCT, BAD FAITH, ARBITRARY OR CAPRICIOUS CONDUCT, INEQUITABLE CONDUCT, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(9) Consultant shall require and cause its contractors, subcontractors and subconsultants to purchase and maintain the insurance policies set forth above with limits of liability commensurate with the amount of each such subcontract agreement. Consultant shall provide copies of insurance certificates for all such insurance to Midtown and the Public Works Director.

(10) CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING COURT COSTS, COSTS OF DEFENSE AND ATTORNEYS' FEES), THAT ANY INDEMNITEE MAY INCUR AS A RESULT OF THE CONSULTANT'S FAILURE TO OBTAIN OR CAUSE TO BE OBTAINED THE SPECIFIC ENDORSEMENTS OR INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT. Failure of any Indemnitee to identify any deficiency in the insurance forms provided shall not be

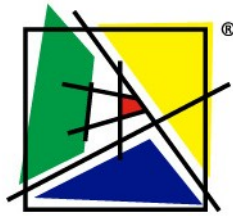
construed as a waiver of the Consultant's obligation to maintain such insurance and to cause such insurance to be maintained.

(11) Consultant's compliance with the provisions of Article 12 and this Attachment D shall not be deemed to constitute a limitation of Consultant's liability with respect to claims covered by insurance provided pursuant to Article 12 and this Attachment D or in any way limit, modify or otherwise affect Consultant's obligations under this Agreement or otherwise. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Consultant or any contractor, subcontractor or subconsultant, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(12) If requested by Midtown, Consultant shall furnish or shall cause to be furnished any such other insurance as Midtown may deem necessary for any Work Order or Orders and the cost thereof shall be charged to Midtown by appropriate modification of any such order(s).

[End of Attachment D]

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midtown
HOUSTON

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AFFORDABLE HOUSING PROGRAM

October 2026
**Monthly
Affordable
Housing
Report**



midtown
HOUSTON

Single family portfolio at a glance

222 tracts · 15 active agreements

222

Encumbered by
agreement

26

Held by MRA

54

Held by developer,
not started
-45 vs Sep

78

Under construction
+44 vs Sep

49

Completed & sold
+2 vs Sep

Agreement detail — October 2026

SINGLE FAMILY AGREEMENTS

Agreement Name	Year	Total Tracts	Held by MRA*	Held by Developer Construction Pending	Under Construction	Home Complete Pending Sale	Completed & Sold	Oct. Update
TOTALS		222	26	54	78	15	49	11 of 15
Houston Business Development Inc., Palmetto Place 100 Homes Initiative, July 25, 2019	2019	43	0	0	43**	0	0	Reported
Mayberry Homes Inc. – Southern Palms, Option Agreement, January 27, 2022	2022	40	0	0	13	5	22	Reported
CR Design Build LLC – Development and Purchase Agreement, January 27, 2022	2022	3	0	2	1	0	0	Carried†
Daggett Development LLC – Modern Palms, Development and Purchase Agreement, February 10, 2023	2022	34	0	34	0	0	0	Reported
Houston Habitat for Humanity – Grant Agreement, February 24, 2023	2023	4	0	0	0	1	3	No change††
Heart of Houston CDC – Grant Agreement, September 28, 2023	2023	11	0	0	0	0	11	Closed out
Boynton-Houston CDC – Development Agreement, September 1, 2024	2024	13	1	10	2	0	0	Reported
Change Happens CDC – Grant Agreement, October 24, 2024	2024	12	3	2	5	0	2	Reported
Change Happens CDC – Grant Agreement, October 25, 2024	2024	10	3	1	6	0	0	Reported
Epic Homes LLC – Development and Purchase Agreement, May 22, 2024	2024	5	1	0	3	1	0	Reported
Herbert Stroman Foundation – Grant Agreement, September 1, 2024	2024	8	0	5	2	0	1	Reported
Houston Habitat for Humanity – Grant Agreement, April 8, 2024	2024	17	0	0	0	7	10	No change††
Titanium Builders L.L.C. – Development and Purchase Agreement, March 14, 2024	2024	6	5	0	0	1	0	Carried†
Fifth Ward Community Redevelopment – Grant Agreement, April 15, 2024	2024	5	5	0	0	0	0	Carried†
Heart of Houston CDC – Grant Agreement, December 10, 2025	2025	11	8	0	3	0	0	Reported

What moved since September

Under construction

34 → 78

+44

Not yet started

99 → 54

-45

Completed & sold

47 → 49

+2

Complete, awaiting sale

16 → 15

-1

Held by MRA

26 → 26

—

11 of 15 agreements reported (197 tracts). 43 of the rise in construction is the Palmetto Place reclassification. HCD inspected 45 lots and sites on 9 October.



01

Two homes started construction (Change Happens CDC, Boynton-Houston CDC)

Change Happens CDC's 2620 Nagle Street has a poured slab and Boynton-Houston CDC's 3212 Rosalie Street is cleared.

02

Site work has begun at Palmetto Place (Houston Business Development Inc.)

The 9 October inspection found the site fenced, graded and an excavator working. The 43 lots move into the construction count.

03

One home was completed — the first since August

Epic Homes 3005 Beulah Street, closing 26 October.

04

Two deadlines fall on 10 November 2026

Epic Homes and Herbert Stroman have both used their 120-day extension. Five Stroman tracts have not started.

Figure 3: Single Family Portfolio Movement – August vs. September vs. October 2026

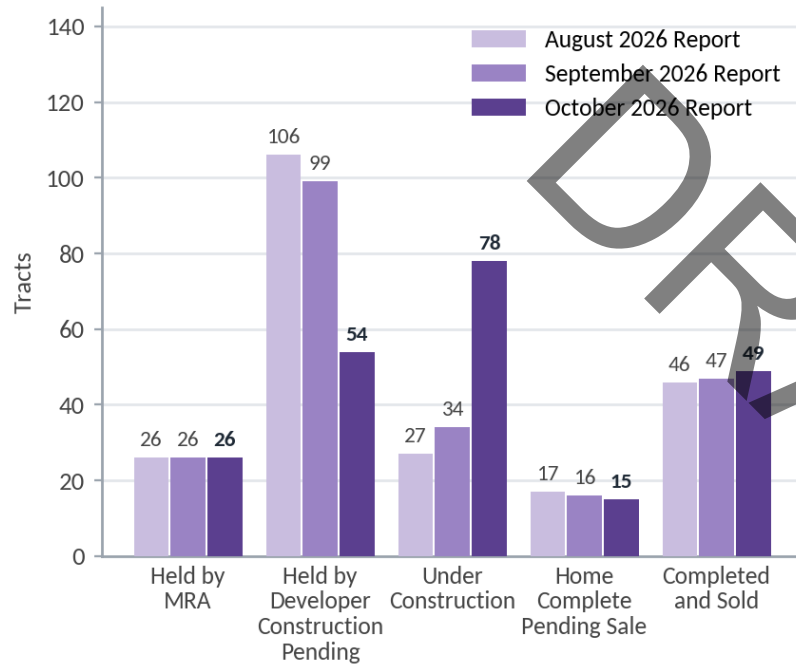
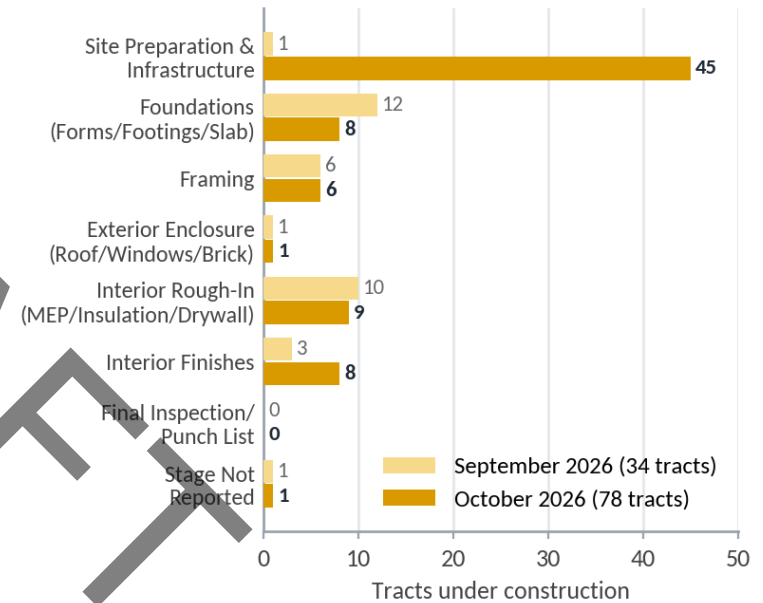


Figure 4: Construction Stage of Tracts Under Construction – September vs. October



+2

homes started construction

18

at exterior enclosure or later (was 14)

8

homes at interior finishes (was 3)

WALIPP – Senior Homes

102 units

73% COMPLETE

- All buildings dried in; sheetrock about 90%
- Appliances install over the next 60 days

NEXT MILESTONE

Stabilized 31 Mar 2027

Trinity East Village – Senior

90 units — confirmed in October

11% COMPLETE

- All 90 income-restricted; 49 at 30% AMI or below
- First building pad poured

NEXT MILESTONE

Completion est. Q3 2027

HBDI – Serenity Palms

145 units

PRE-CONSTRUCTION

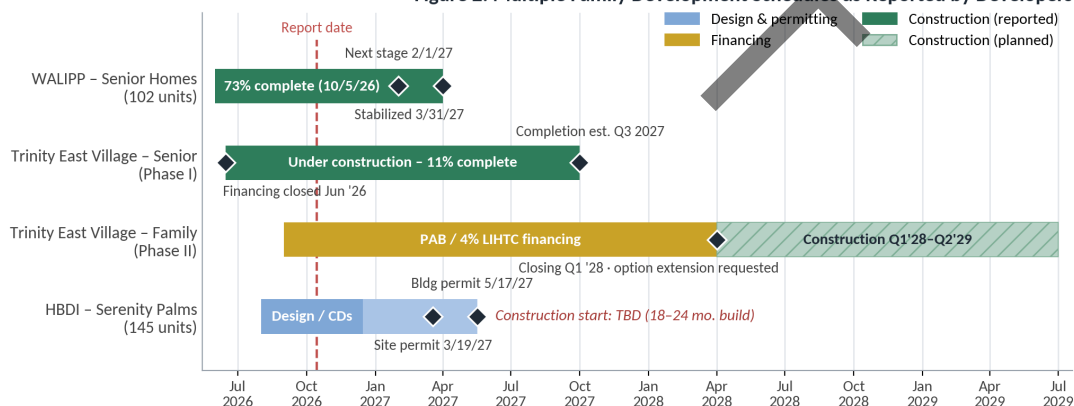
- Design development; permits in 2027
- Vegetation cleared; magnetometer survey added

NEXT MILESTONE

Construction start TBD

Trinity East Village – Family (Phase II): unit count being raised from 72 to at least 85 units · closing moves to Q1 2028 · about \$11.9M funding gap still to close

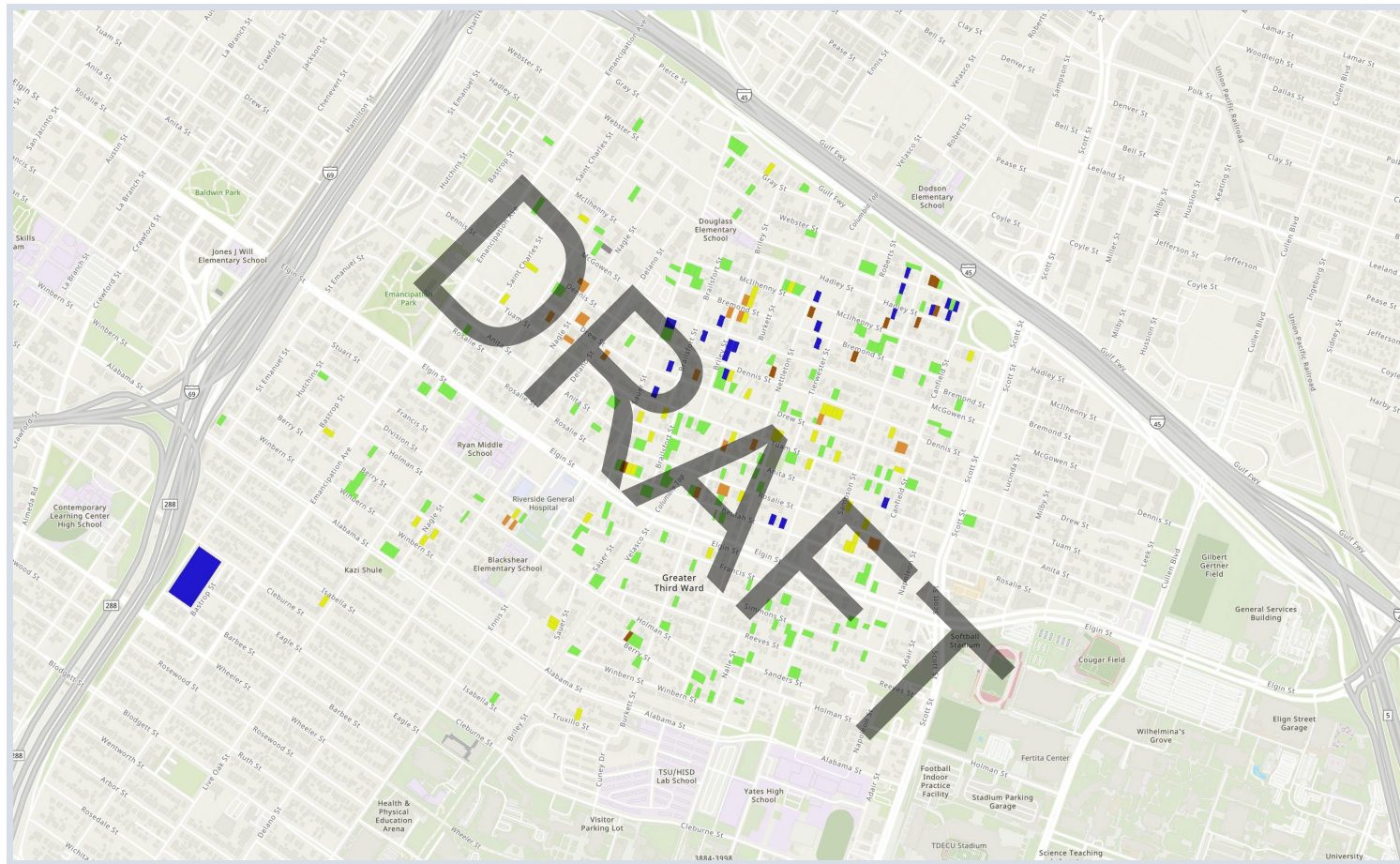
Figure 2: Multiple Family Development Schedules as Reported by Developers



Developer-reported dates; not verified by HCD.

GIS mapping — North View

Third Ward & Midtown core





- | | | | |
|---|--|--|--|
| ■ Available for purchase | ■ Encumbered – not started | ■ Under construction | ■ Complete & sale pending |
| ■ Completed and sold | ■ Market value sale | ■ Pending reconciliation | |

RFP for Third Ward and Southeast Houston Affordable Housing & Infrastructure Implementation Plan

Solicitation Milestone	Date & Time
RFP released, distributed, and posted to <u>Civcast</u> Website	Friday, October 30, 2026
Pre-Proposal Meeting (mandatory) will be held via video conference (TEAMS or Zoom) – registration required	Tuesday, November 10, 2026 at 2:00 p.m.
Deadline to receive written questions or requests for clarifications from potential proposers regarding the RFP through Civcast	Friday, November 13, 2026
Responses by MRA to written questions/requests for clarifications due via Civcast	Friday, November 20, 2026
Proposals due date via upload to Civcast	Thursday, December 3, 2026 by 2:00 p.m.
Interview Finalists (if deemed necessary by the selection panel, in its sole discretion)	Week of January 11-15, 2027
Preferred firm notified/negotiations begin	Tuesday, January 19, 2027
MRA Board consideration of contract	Thursday, January 28, 2027

- Evaluates existing affordable housing program and resources
- Assesses current and projected affordable housing demand and community needs
- Evaluates landholdings and affordable housing assets for their potential to address identified housing needs
- Establishes a framework for making decisions about land assets and their future use
- Develops an actionable five-year implementation program

Developer Summit



**MRA Affordable Housing
Developer
Coffee & Conversation**

CONNECT. GET UPDATES. SHARE YOUR PERSPECTIVE.

Join us for an informal in-person gathering of Midtown Redevelopment Authority (MRA) Affordable Housing Developers hosted by MRA in collaboration with City of Houston and Houston Area Urban League. Meet the team, hear program updates, learn about current and upcoming resources, and share your experience and feedback.

DATE
4 November 2026

TIME
9:00 AM - 11:00 AM

LOCATION
410 Pierce Street,
1st Floor Conference Room
(enter at the Pierce St. and
Brazos St. door)

FORMAT
In Person

Meet the Team

Hear Program Updates

Learn About New Resources

Share Your Feedback

 *Coffee & donuts provided!*

RSVP HERE →

Contact: Rishita Rangarh [rishita.rangarh@houston.tx.gov]

 midtown HOUSTON  CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT  Houston Area Urban League

PROJECT NAME	Trinity East Village Community Development Corporation and NHP Foundation Request for a Second Amendment to the Exclusive Option Agreement.
REQUEST	Authorize a Second Amendment to the Exclusive Option Agreement (January 2024) between Midtown Redevelopment Authority and Trinity East Village Community Development Corporation to: i. Extend the Phase II Option Period deadline to December 31, 2027; and ii. Extend the Phase II Completion deadline to December 31, 2029.
	In September 2026, representatives from Trinity East Village Community Development Corporation (TEVCDC) and the NHP Foundation (NHPF) approached MRA to request extensions to the Exclusive Option Agreement between MRA and TEVCDC for the second phase of the Trinity East Village development. In July 2026, TEVCDC and NHPF held a groundbreaking for Phase I, a 90-unit affordable multifamily development for seniors located on the block bounded by McGowen, Live Oak, Tuam, and Saint Charles streets, adjacent to Trinity East United Methodist Church. MRA contributed one tract of land to Phase I of the Trinity East Village development: 2701 Saint Charles St, which has now been conveyed to the development partners. The October MRA Field Inspection Report documents construction progress at the site. MRA retains ownership of the two Phase II tracts, 2703 Saint Charles Street and 2501 Tuam Street, pending closing and conveyance under the Exclusive Option Agreement. Phase II is proposed as an affordable multifamily development for families with approximately 72 units. The development partners are considering increasing the number of units to 85 to improve financial feasibility.

There have been several actions taken in the past by the MRA Board in support of the Trinity East Village development.

- 2019 – MRA entered into the original option agreement, which expired while TEVCDC sought project financing
- January 2024 – MRA approved the current Exclusive Option Agreement
- October 2025 – MRA approved the First Amendment to the Option Agreement to extend dates for the Phase I portion of the project
- March 2026 – MRA approved a pre-recording and unwinding agreement to assist with the transfer one tract to TEVCDC for the development

TEVCDC and NHPF request an extension of the Phase II option period through December 31, 2027, to maintain site control while pursuing private activity bond financing and 4% Low Income Housing Tax Credits, completing permitting, and securing gap financing. The applicant anticipates financing closing in the fourth quarter of 2027 and construction completion in the second quarter of 2029. HCD therefore recommends extending the Phase II completion deadline to December 31, 2029, to accommodate the proposed development schedule.

The proposed amendment includes two deadline extensions:

1. **An Extension to the Option Period** – The option period establishes the time during which TEVCDC may exercise its right to acquire the two Phase II properties. Under the Exclusive Option Agreement, TEVCDC exercises its option by providing written notice to MRA, with closing to occur within 60 days as required by the agreement. The current Phase II option exercise deadline is December 31, 2026. TEVCDC requests a one-year extension to December 31, 2027.
2. **An Extension to the Completion Date** – The option agreement requires completion of the affordable housing development by a specified deadline. Completion is defined as

	obtaining a certificate of occupancy from the City of Houston. Under the agreement, failure to meet the completion deadline requires reconveyance of the property to MRA. The current Phase II completion deadline is December 31, 2028. HCD recommends extending that deadline by one year to December 31, 2029, to accommodate the applicant's anticipated construction schedule.
BUDGET	MRA will incur legal and consultant fees to prepare and record the amendment.
ACTION ITEM	We recommend that the MRA Board authorize a Second Amendment to the January 2024 Exclusive Option Agreement between Midtown Redevelopment Authority and Trinity East Village Community Development Corporation to: 1. Extend the Phase II option exercise deadline to December 31, 2027; and 2. Extend the Phase II completion deadline to December 31, 2029.
REQUIRED	MRA: Rena Leddy, Midtown Interim Executive Director MRA: Allen Douglas, Chair, MRA Board of Directors MRA: Clark Lord, Outside Counsel

Trinity East Village CDC

2418 McGowen Houston, Texas 77004

Rev. Marilyn White, Executive Director

Dear Chairman Allen Douglas & Board Members of the Midtown Redevelopment Authority:

Trinity East Village CDC and the NHP Foundation (NHPF) are partnering to develop affordable housing for families and seniors on the block adjacent to the Trinity East United Methodist Church (bounded by McGowen, Live Oak, Tuam, and St Charles streets) in Houston's Third Ward. As required in Section 2 of the Option Agreement between Trinity East Village CDC and the Midtown Redevelopment Authority (MRA), we are providing this project status update and requesting an extension of the existing Option to Purchase for two lots through December 2027.

We appreciate MRA's partnership on this important two-phase project, phase one of which is currently under construction and will create 90 apartments for low-income seniors, many of whom will be relocating from Cuney Homes as it is redeveloped under the Choice Neighborhoods program. The lots owned by MRA are contained in phase two of the project, which will serve lower income families and individuals from Cuney Homes, Third Ward, and greater Houston. With 4% Low Income Housing Tax Credits, we plan to close on all financing and start construction in late 2027.

There are two parcels of land under the Option Agreement, both of which support the development of phase two of the project. These lots comprise less than 20% of the total project area but are integral to making phase two a reality. Without these lots, the construction of the family phase will not be possible.

Project Update: Progress made over the last year and upcoming milestones

The Trinity East Village Senior received an allocation of 9% Low Income Housing Tax Credits (LIHTCs), \$4 million from the City of Houston, 81 project-based vouchers and a tax exemption from the Housing Alliance HTX. The project's financing closed in early June 2026 and construction started immediately thereafter. Construction will be complete in Q3 2027. This project has garnered widespread support, including from Council Member Evans-Shabazz, Mayor Whitmire, Commissioner Ellis, Super Neighborhood 67, the Emancipation Economic Development Council, U of H, TSU, Third Ward Community Cloth, Midtown Redevelopment Authority, and many other community organizations.

Trinity East Village Family will not use 9% LIHTCs because the Housing Authority's phasing plan for the build-out of the Cuney Homes redevelopment contemplates 9% LIHTC applications every round for the next several rounds. Rather than compete against Housing Alliance HTX's applications, 4% LIHTCs are non-competitive and granted to projects that receive an allocation of Private Activity Bonds. We will apply for these bonds in 2026. The Houston Housing Finance Corporation has expressed their willingness to serve as Private Activity Bond issuer and we will work with them to submit an application to the Texas Bond Review Board for bond allocation. Because bond demand is significantly less than in previous years, we expect that we will receive an allocation of bonds in 2027. In order to ensure we can complete permitting, compile gap financing, and close on the land at the same time as the financing, we would like to request an extension of the current site control agreement to December 2027.

Overall Timeline

Trinity East Village Senior:

- Construction started: June 2026
- Construction completion: estimated Q3 2027

Trinity East Village Family:

- Anticipated closing date: Q4 2027
- Anticipated construction start: Q1 2028
- Anticipated construction end: Q2 2029

As you can see from the update above, we remain deeply committed to this project, which continues to enjoy widespread support among the community. We have made significant progress in the last year to get the first phase of the project under construction. With the Land Bank's support, we can bring phase two to fruition, ensuring long-term affordable homes for families in Third Ward.

Please contact me if you have any questions or would like additional information. I appreciate your consideration of our request.

Sincerely,

Rev. Dr. Marilyn White

Rev. Dr. Marilyn White / Trinity East Village CDC

Juli Gonzalez

Juli Gonzalez / NHP Foundation

TRINITY EAST FAMILY HOUSING

HOUSTON, TX 77004

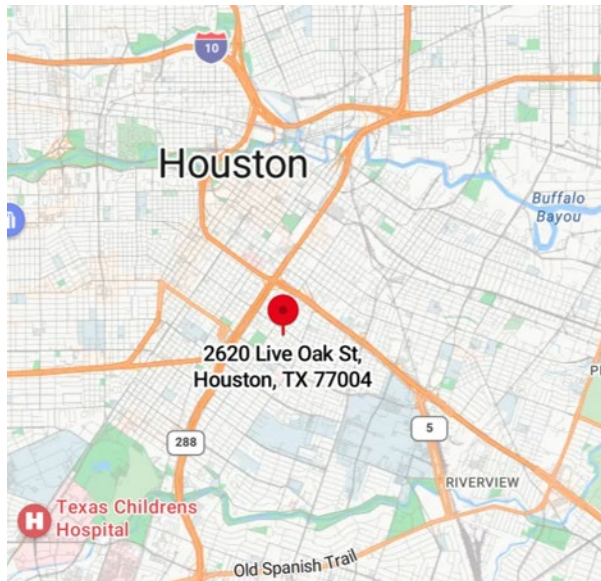


Tentative Schedule – Trinity East Family Housing

Date	Milestone
10/1/2026	Density Study to determine maximum number of units
10/5/2026	Initiate update to schematic designs
10/15/2026	Tentative Release of City of Houston HOME NOFA
11/15/2026	Bond Inducement
2/1/2027	Carryforward Bond Application submission to BRB
3/1/2027	Carryforward Bond Reservation from BRB
3/2/2027	LIHTC application submission to TDHCA
6/1/2027	Receive award of credits from TDHCA
8/1/2027	Submit for building permits and start closing process
1/31/2028	Building Permit Issued
2/28/2028	Closing date – based on 60 day closing period from end of Option to Purchase Feasibility Periods

Trinity East Senior Village Update:

- On schedule
- Currently 11.18% completed
- 81 PBVs on 90 units
- 60 units set aside for Right of First Refusal for Cuney Home Seniors
- Construction Completion Estimate-August 2027



* Not a part of the proposed development



Trinity East Family Housing Site Plan



	# of units	Approx. SF
1BR/1BA	29	700
2BR/2BA	52	900
3 BR/2BA	4	1100
TOTAL	85	

	30-60% AMI rent rates
1BR	\$585-\$1,170
2BR	\$702-\$1,404
3BR	\$811-\$1,623

Development in Partnership with Trinity East CDC & The NHP Foundation

Request: Site Control Extension to December 2027 to allow time to secure financing and necessary approvals.

The NHP Foundation Contact

Juli Gonzalez

Mobile: (830) 734-8330

Email: jgonzalez@nhpfoundation.org

Trinity East CDC Contact

Rev. Marilyn White

Mobile: (832) 671-5232

Email: w.marilyn@att.net



Trinity East Village CDC & NHP Foundation

Second Amendment to Option Agreement



**Housing & Community
Development Department**

**For MRA Board
October 2026**



Trinity East Village CDC & NHP Foundation Requests

A Second Amendment to their Exclusive Option Agreement containing two changes:

Option Period Deadline Extension

- Extend Phase II (Family Phase) Option Period Deadline from December 31, 2026 to December 31, 2027

Completion Deadline Extension

- Extend the Phase II (Family Phase) Completion Deadline from December 31, 2028 to December 31, 2029



Phase I: Senior Phase – Under construction

- 2701 Saint Charles St (Lot 13, Block 2)

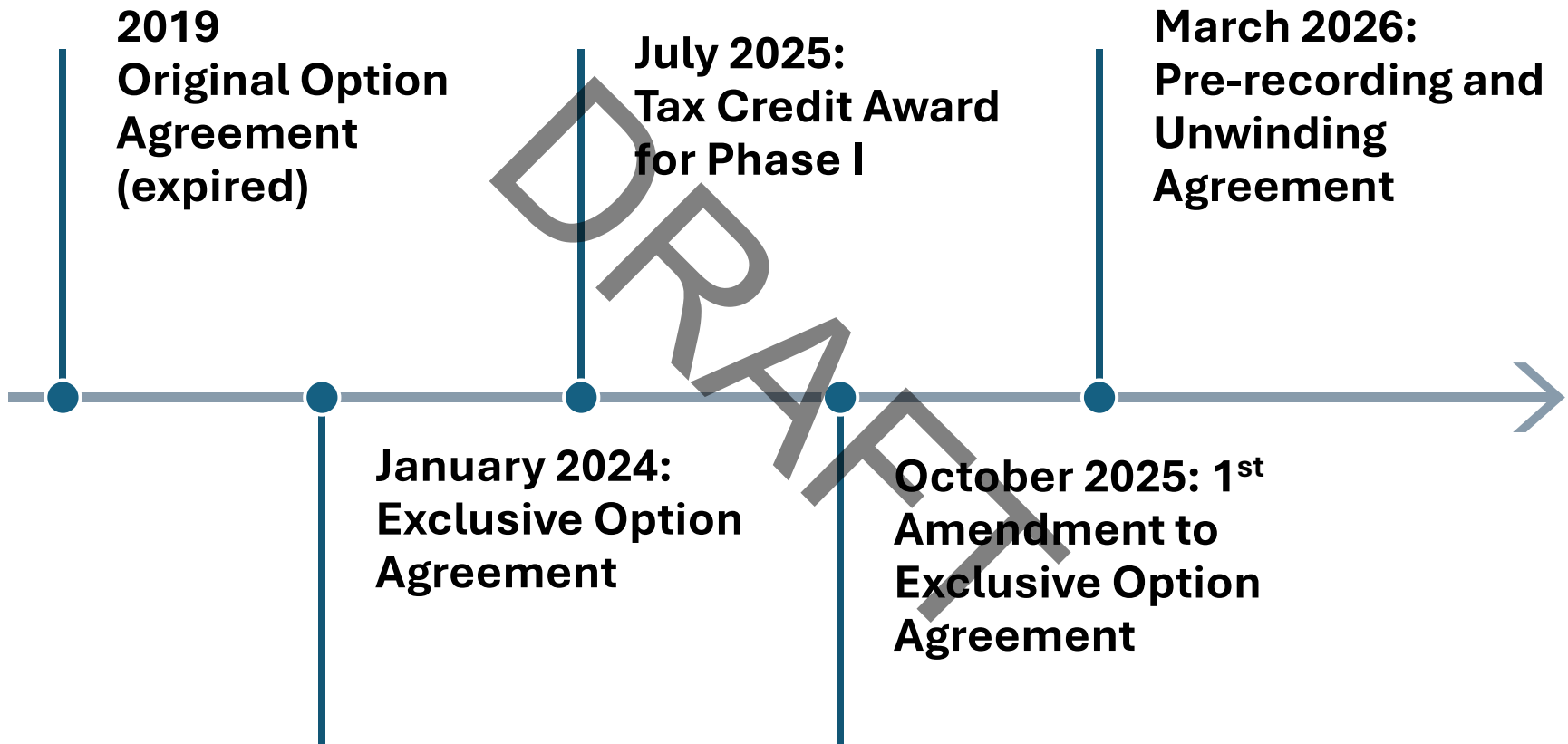
Phase II: Family Phase – Seeking Financing

- 2501 Tuam St (Lot 28, Block 2)
- 2703 Saint Charles St (Lot 15, Block 2)

- Trinity East United Methodist Church
- Midtown Redevelopment
- Houston Land Bank
- Jordan Grove Missionary Baptist Church
- NHP Foundation
- Elraheb Karim

Trinity East Village CDC Requests

Timeline



Rationale for Granting the Amendment

1. **Maintain site control** while the development partners secure private activity bonds, 4% housing tax credits, and gap financing for Phase II
2. **Allow time to complete permitting and financing** before acquiring the two MRA properties needed for the family development
3. **Recognize demonstrated progress:** Phase I's 90-unit senior housing development is under construction
4. **Align the completion deadline with the proposed schedule:** Phase II construction is anticipated to finish in Q2 2029
5. **Preserve MRA's accountability requirements** through a defined completion deadline and the existing reconveyance requirement