

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0544 – Westcott Roundabout Greenspace Project

Work Authorization No. 3 – Construction Phase

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, dba JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide the requested services to support the Construction landscape improvements within the Westcott Roundabout at Washington Avenue.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Bid and Construction Phase Services for the project. Additional Services include Construction Phase and Construction Management Services.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$27,310.00.

Basic Services – Construction Phase	\$7,150.00
Basic Services – Construction Management	\$17,190.00
Reimbursable Expenses	\$2,970.00
Total	\$27,310.00

- 4.0 PROJECT SCHEDULE: This work will require two (2) months to complete.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

QUIDDITY ENGINEERING, LLC

By: Matthew Kainer

Name: Matt Kainer, P.E., C.C.M.

Title: Construction Manager

ATTEST: Kristen Harris



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

April 15, 2026

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1330 Post Oak Boulevard, Suite 2650
Houston, TX 77056

Re: Westcott Roundabout Greenspace Project (T-0544)
Proposal for Professional Services for Construction Phase and Construction Management Services
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for construction phase and construction management services in connection with the Westcott Roundabout Greenspace project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The project understanding and scope of work detailed below reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include construction phase and construction management services.

Based on the above, QE prepared the following scope of services and fee proposal for MHRA's consideration.

Scope of Services

Basic Services to be provided by QE and their subconsultants include:

1. Construction Phase Services

- a. QE will provide construction phase services including attendance at the pre-construction conference, biweekly progress meetings by the project manager and other QE staff/other discipline staff as needed/requested, monthly site visits for observations/inspections, and substantial and final walkthroughs. QE will respond to contractor Requests for Information, review submittals, and assist MHRA with project close-out at completion.
- b. QE will attend bi-weekly construction progress meetings. In-person meetings shall be held once a month (4 meetings). Based on the scheduled duration of each meeting and anticipated follow-up site visits by QE attendees to review discussed agenda items, an additional one-hour time commitment is included per meeting.

2. Construction Management

QE will provide Construction Engineering and Inspection services through an assigned Construction



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Engineer. Prior to the start of construction, the Construction Engineer will provide support, as requested by the Client, for the following activities:

- Create/collect, coordinate, and execute post-bid contract documents and any other associated forms needed
- Facilitate review of bond and insurance by Client's designated agent
- Establish contractual and agreed upon lines of communication between the Contractor, the Engineer, the Client, and any other identified project stakeholders
- Manage the pre-construction meeting
- Issue Notice to Proceed to the Contractor

Upon the start of construction, the Construction Engineer will perform the following activities:

- Maintain knowledge of the contract, general conditions, special conditions, and addenda
- Facilitate the contractual and agreed upon lines of communication
- Send contractual notices to all parties
- Actively engage with the Contractor for work sequencing, phasing, road closures, etc.
- Facilitate coordination between the Contractor and 3rd parties performing work in the same area
- Provide construction management software including access for the Client and Contractor (billed on an annual basis)
- Receive, review, and process monthly contractor pay requests including material-on-hand (MOH) payment requests; provide written recommendation of payment to Client based upon on-site observations and MOH audits
- Review and process submittals, material samples, and shop drawings
- Review and process Requests For Information (RFIs)
- Prepare and process change orders, including quantity and price assessment/negotiation
- Review test results, construction methods, planning, and the Contractor's QA/QC plans
- Document and report project activities and progress
- Hold reoccurring meetings with the Contractor to discuss upcoming work, project issues, etc.
- Hold meetings with the Client to discuss project progress, issues, etc.
- Make reasonable attempts to identify and resolve issues before disputes arise
- Assist Client with risk mitigation including assessing the Contractor's schedule, sequencing, and means and methods with a goal to reduce construction delays and claims
- Provide regular and thorough communication with the Client and project team
- Maintain project files
- Generate close-out documents



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3. Project Field Representation

The Construction Engineer will assign a Field Project Representative part-time to the project to perform the following activities:

- Monitor and document the Contractor's crews and equipment on-site
- Observe and inspect work to verify compliance with contract documents
- Collect material delivery tickets
- Measure and track quantities of work performed
- Provide field coordination and field communication between the Client and Contractor
- Attend project meetings as necessary
- Prepare a log of activities observed on the project including digital photos for each day the site is visited
- Coordinate construction materials testing personnel
- Document conflicts, delays, and/or events that impact project progress

4. Supplemental Services

The following services are not included in this proposal, but the Client may want or need these during the project. These services can be performed for additional compensation:

- Constructability review of plans and contract documents
- Construction staking
- Utility relocation coordination (for utilities other than those included in the project plans)
- CEI services associated with ROW clearing or utility relocation occurring prior to the project letting
- Other services requested by the Client
- Forensic schedule review

Additional Services to be provided by QE and their subconsultants include:

1. Construction Materials Testing (Lump Sum)

The QE team shall provide Construction Material Testing.

Assumptions

1. This proposal is based on requests from MHRA.
2. This proposal is based on the improvements presented in the plan set entitled Westcott Roundabout Landscape, dated September 26, 2025, prepared by M2L Associates. Should the scope of the improvements substantially change resulting in additional construction costs a change in QE's scope may likely result and a request for Additional Services may be submitted.



T-0544 Westcott Roundabout Greenspace WA#3
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April 15, 2026

Schedule

The work proposed will require approximately two (2) months to complete.

Proposed Fee

QE is requesting an hourly not to exceed fee of **\$27,310.00** for the services described in this proposal.

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment B) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
4. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.

QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kristen Hennings".


Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager

A handwritten signature in blue ink that reads "Matt Kainer".

Matt Kainer, P.E., C.C.M.
Senior Project Manager

Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0544 Westcott Roundabout\WA3 - Construction\2_2026.04.15_MHRA Westcott Construction Proposal.docx

		PEIV	PEV	PEIV	PEIII	PEI	DEII	Construction MIV	Project Rep III	Project Rep II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$315.00	\$295.00	\$275.00	\$250.00	\$195.00	\$165.00	\$210.00	\$135.00	\$115.00	\$135.00						
BASIC SERVICES																	
Task 300 - Construction Phase Services (2 Months)																	
1	Project Management and Administration		8								2		\$2,630			\$0.00	\$2,630.00
2	Submittal Review		2			4	4						\$2,030			\$0.00	\$2,030.00
3	RFI Review		2			2	2						\$1,310			\$0.00	\$1,310.00
4	Pay Estimate Review		4										\$1,180			\$0.00	\$1,180.00
Task 600 - Field Project Representation																	
1	Field Project Representation - Inspector								60				\$8,100			\$0.00	\$8,100.00
2	Field Project Representation - Engineer	8						30					\$8,820			\$0.00	\$8,820.00
3	Field Project Representation - Admin										2		\$270			\$0.00	\$270.00
Task 800 - Reimbursable Expenses																	
1	Construction Materials Testing													\$2,000.00		\$2,160.00	\$2,160.00
2	Repro/Mileage/Civcast/Kahua Expenses													\$750.00		\$810.00	\$810.00
3	Drone Photography															\$0.00	\$0.00
	Hours Subtotal	8	16	0	0	6	6	30	60	0	4						
SUBTOTAL BASIC SERVICES		\$ 2,520	\$ 4,720	\$ -	\$ -	\$ 1,170	\$ 990	\$ 6,300	\$ 8,100	\$ -	\$ 540		\$24,340	\$2,750.00	\$0.00	\$2,970.00	\$27,310.00

SWA

Stude Park Playground Detail Design

SWA has received a proposal from Quiddity for supplemental surveying services requested by MHRA to evaluate potential access and safety improvements beyond the original project limits. The expanded survey area includes sidewalk and street crossing connections along the west, north, and east edges of the park and is intended to support implementation of longer-term recommendations identified in the recently completed Stude Park Conceptual Design Study.

Survey work for the playground project area is anticipated to be completed by the end of June. Detailed playground design will commence upon receipt of the survey documents. Pending authorization, the supplemental survey effort will be completed shortly thereafter and incorporated into the ongoing design process.

Lower White Oak Feasibility Study

SWA has initiated existing conditions analysis and background research for the study area and has completed an initial stakeholder meeting with HPARD. Additional stakeholder outreach and agency coordination will continue over the coming weeks as the analysis phase progresses. This work will help establish the framework for identifying opportunities, constraints, and preliminary recommendations for the parkland study area.

**EXHIBIT “A”
WORK ORDER FORM**

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY
WORK ORDER #4**

June 23, 2026

Ms. Scott McCready
Principal
SWA Group
712 Main Street, 6th Floor
Houston, Texas
77009

Re: Services for Memorial-Heights Redevelopment Authority

Dear Mr. McCready,

The Memorial-Heights Redevelopment Authority (“Authority”) hereby issues this Work Order #4, pursuant to the Master Contract for Professional Services (“MC”) entered into between the Authority and SWA Group, Inc (“SWA”). The MC is hereby incorporated herein for all purposes.

The Work:

The Work and schedule of Work items to be completed (Deliverables) as of the dates signified are as follows:

1. PROJECT DESCRIPTION: The LANDSCAPE ARCHITECT shall provide the requested services for the Stude Park Playground Detail Design, Houston, Texas.
2. SCOPE OF SERVICES: The LANDSCAPE ARCHITECT shall provide work tasks, as performed by the identified subconsultant, pertaining to expanded surveying scope, as outlined in the attached Scope of Services.
3. FEES: The LANDSCAPE ARCHITECT shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed the amount of \$17,100.

Consultant Services:

Surveyor (Quiddity)	\$17,100
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Total	\$17,100
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Best regards,

President,
Memorial-Heights Redevelopment Authority



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
www.Quiddity.com

June 10, 2026

Scott McCready, PLA, ASLA
SWA
712 Main Street, 6th Floor
Houston, Texas 77002

Re: Proposal – Topographic Survey of an additional portion of Stude Park, Houston Texas.

Dear, Mr. McCready,

Thank you for considering this proposal for surveying services at the above referenced site. Our services will include the preparation of a Category 6, Condition II Topographic Survey based on the standards and specifications promulgated by the Texas Society of Professional Land Surveyors. The survey will include the following items with all elevations being based on the current Harris County Reference Marks.

Topographic Survey Scope – Lump sum \$6,800.00:

- The survey area is shown in red on Exhibit “A” (attached).
- Contact the ONE-CALL system to have all utilities marked on the surrounding right of ways and pipeline easements. *Please note that utility owners may not locate their utilities.*
- We will:
 1. Locate all visible improvements, utilities and utility marks within the survey area.
 2. Locate elevations at a 50-foot grid, plus all high/low and grade breaks elevations within the survey area.
 3. Show all flood lines from our GIS system.
 4. Locate all trees larger than 4” caliper, noting species.

Boundary Survey Scope – Lump sum \$7,500.00:

1. We will obtain an abstractor certificate for the subject area to get the current deed, adjoining deeds, and any easements on the subject tract.
2. We will locate property corners to establish the right of lines and adjoining property lines; this will not be a certified boundary survey.
3. We will not set missing property corners.

Alternate Job Scope(s):

Contract with Lonestar Locating, LLC to locate underground utilities (such as underground electric lines) within the Survey Area. **Lump sum \$2,800.00.**



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Scott McCready, PLA, ASLA
Page 2
June 10, 2026

The survey can be completed within fifteen (15) business days of our receipt of notice to proceed with our purchase order (weather permitting). This contract is subject to the terms of the attached General Conditions Agreement.

Again Mr. McCready, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below. We look forward to working with you on this project.

Sincerely,

Jeremy Chandler
Survey Department Manager
Registered Professional Land Surveyor No. 5755

APPROVED BY:

Signature of Authorization

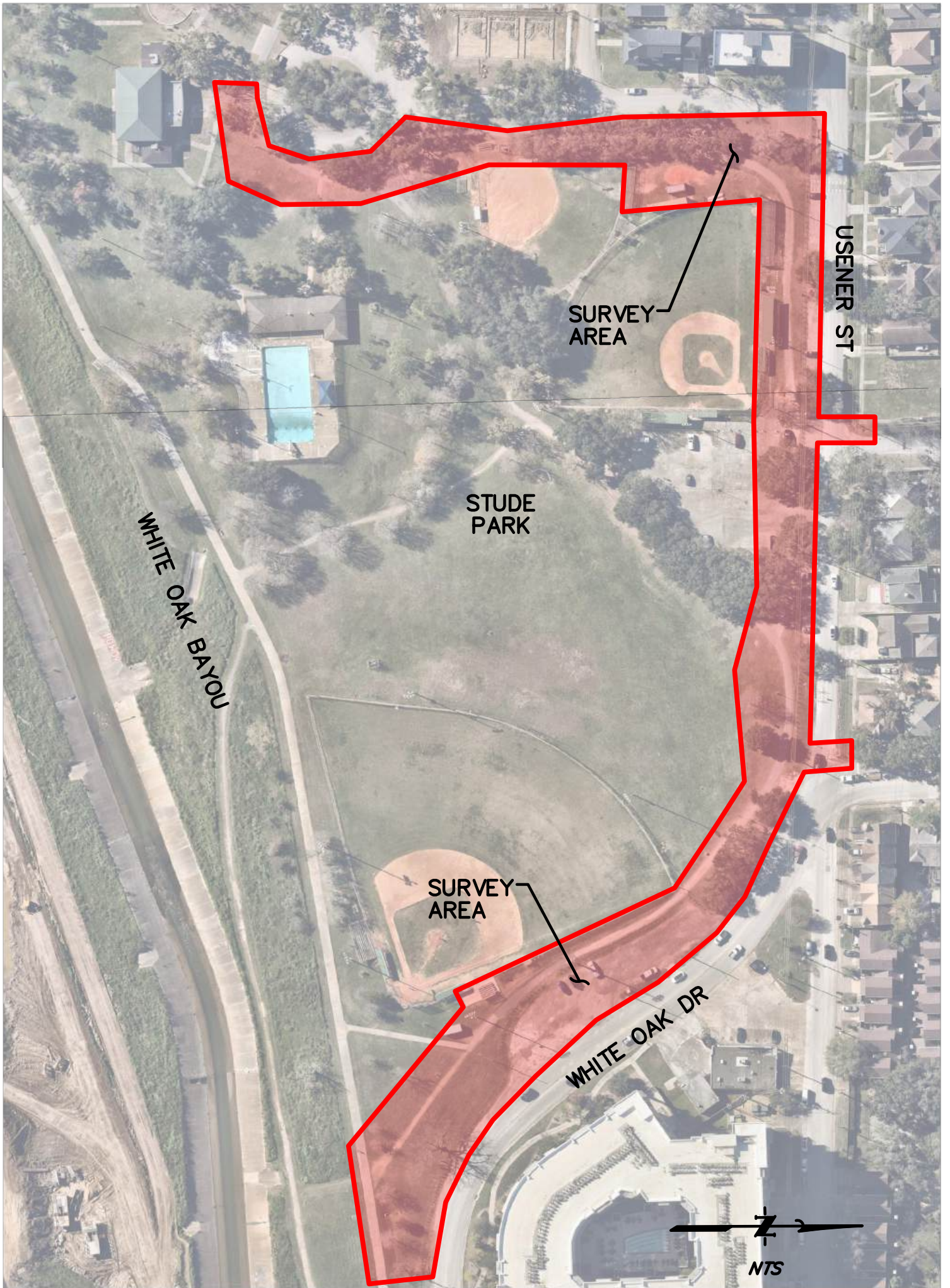
Print Name & Title

Date

Please indicate how we should send invoice:

- By email:**
- By regular mail:**
- Other:** _____

EXHIBIT "A" SURVEY AREA



USENER ST

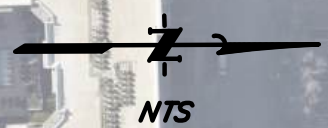
SURVEY AREA

STUDE PARK

WHITE OAK BAYOU

SURVEY AREA

WHITE OAK DR



Safe Sidewalk and Path Connections



Project Update — June 18, 2026

Design In Progress



The engineering team is currently preparing the 60% progress set of plans and coordinating with the City of Houston.



STREET SEGMENTS INCLUDED IN THIS PROJECT

Bevis Street

W 19th to W 20th (east side, new)
W 17th to TC Jester (panel replacement)

Beall Street

W 22nd to W 14th (west side, new)
W 15 1/2 to W 14th (east side, new)

W 17th Street

Bevis to Durham (south side, new)

W 15th Street

Beall to Dian (south side, new)

Dian Street

W 15th to W 14th (west side, new)

W 14th Street

Dian to Durham (south side, new)
Dian to Prince (north side, new)

ENGINEERING ACTIVITIES

✓ COMPLETED TO DATE

- ✓ Prepared and submitted 30% preliminary sidewalk layout and DCR intake form to City of Houston
- ✓ Drafted drainage design
- ✓ Coordinated limits of proposed sidewalks with MHRA
- ✓ Deconflict meeting with City and other stakeholders held on 6/18

▶ CURRENTLY UNDERWAY

- Preparing 60% progress set of plans
- Coordinating with the City of Houston to deconflict this project with other active projects in the area. City is still evaluating if DCR is needed.
- Preparing property owner notification letters

Safe Sidewalk and Path Connections



Project Update — June 18, 2026

📅 LOOKING AHEAD — WHAT COMES NEXT

- AUGUST 2026**
Submit 60% Plans to City of Houston for Review
- FALL 2026**
City of Houston Reviews 60% Plans and Returns Comments; Engineer Addresses Comments and Refines Plans
- DECEMBER 2026**
Submit 90% Plans and Construction Contract Documents to City of Houston
- EARLY 2027**
City of Houston Reviews 90% Plans and Returns Comments; Engineer Finalizes Plans and Contract Documents
- FEBRUARY 2027**
Submit 100% (Final) Plans and Contract Documents to City of Houston
- APRIL 2027**
Submit Final Plans to TxDOT
- MAY – JUNE 2027**
Advertise Project to Solicit Contractor Bids; Hold Pre-Bid Conference
- ~JUNE 2027**
Open and Review Bids
- ~AUGUST 2027**
Award Construction Contract

This update reflects the current status of the MHRA Safe Sidewalk and Path Connections project as of June 18, 2026. Dates are estimates and may be adjusted based on agency review timelines and coordination with the City of Houston.



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”), effective as of June 25, 2026, is entered into by and between the Memorial Heights Redevelopment Authority, a State of Texas business, and Medley Inc., a Texas corporation with its principal place of business at 2808 Caroline Street, Houston, TX 77004 (the “**Agency**”).

WHEREAS, the Agency is engaged in the business of providing communications agency services for a fee; and

WHEREAS, the Client desires to retain the Agency to provide certain advertising agency services upon the terms and conditions set forth in this Agreement, and the Agency is willing to perform such services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions.

- a. “**Change Order**” has the meaning set forth in Section 5.
- b. “**Confidential Information**” means any non-public proprietary or confidential information of a party, including but not limited to all information about a party’s business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information whether or not marked, designated, or otherwise identified as “confidential”. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- c. “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to the Agency by the Client.



- d. “**Defaulting Party**” has the meaning set forth in Section 9(c).
- e. “**Deliverables**” means all reports, creative materials, advertising copy, work product, graphics, and other materials documents, that are delivered to Client hereunder or prepared by or on behalf of the Agency in the course of performing the Services, including any items identified as such in the Statement of Work.
- f. “**Disclosing Party**” means a party that discloses Confidential Information under this Agreement.
- g. “**Dispute**” has the meaning set forth in Section 11.
- h. “**Intellectual Property Rights**” means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- i. “**Indemnified Party**” has the meaning set forth in Section 13.
- j. “**Indemnifying Party**” has the meaning set forth in Section 13.
- k. “**Losses**” has the meaning set forth in Section 13.
- l. “**Pre-Existing Materials**” means the materials, ideas, know-how, methods, processes, templates, software, code, data models, or technologies, or any modifications or improvements thereto, provided by or used by the Agency in connection with performing the Services, in each case developed or acquired by the Agency prior to the commencement of this Agreement.
- m. “**Pre-Existing Provider**” has the meaning set forth in Section 15.
- n. “**Receiving Party**” means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.
- o. “**Restricted Period**” has the meaning set forth in Section 14(a).



- p. “**Services**” means the advertising agency services to be provided by the Agency under this Agreement, as described in more detail in the Statement of Work, and Agency’s obligations under this Agreement.
 - q. “**Statement of Work**” means the Statement of Work entered into by the parties and attached hereto as Exhibit A and incorporated by this reference.
 - r. “**Term**” has the meaning set forth in Section 9(a).
2. **Services.** The Agency shall provide the Services to the Client, as described in more detail in the Statement of Work, in accordance with the terms and conditions of this Agreement.
 3. **Client Obligations.** The Client shall: (a) fully cooperate with the Agency in all matters relating to the Services; (b) respond promptly to any Agency request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Agency to perform the Services; and (c) provide such information as the Agency may request in order to carry out the Services in a timely manner, including Client Materials, and ensure that it is complete and accurate in all material respects.
 4. **Agency Obligations.** The Agency shall provide all materials and tools necessary to provide the Services.
 5. **Change in Services.** If the Client wishes to change the scope or performance of the Services, it shall submit details of the requested change to the Agency in writing. The Agency shall, within a reasonable time after receiving a Client-initiated request, provide a written proposal to the Client describing: (i) the likely time required to implement the change; (ii) any necessary variations to the fees, budgets, and other charges for the Services arising from the change; and (iii) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. Once a Change Order has been executed by each party, such Change Order shall be incorporated into this Agreement and such Change Order shall be subject to the terms and conditions of this Agreement.
 6. **Fees and Expenses; Payment Terms.**



- a. In consideration of the provision of the Services by the Agency and the rights granted to the Client under this Agreement, the Client shall pay the fees set forth on Exhibit B, attached hereto and incorporated by this reference.
- b. The Client agrees to reimburse the Agency for all reasonable travel and out-of-pocket expenses incurred by the Agency in connection with the performance of the Services that have been approved in advance by the Client, including but not limited to: in-house photocopying, courier/overnight delivery, postage, press kit and mailing supplies, travel (including hotel and ground transportation), ad buys, and media monitoring.
- c. The Agency will issue itemized invoices to the Client monthly in arrears for fees, expenses, or other charges due to the Agency arising from the prior month. The Client shall pay all invoice amounts within 45 days of receipt of such invoice, except for any amounts disputed by the Client in good faith.

7. Ownership; Intellectual Property Rights.

- a. **Deliverables; Client Materials¹.** Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. The Agency agrees that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for the Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, the Agency hereby irrevocably assigns, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials, including all Intellectual Property Rights therein.
- b. **Pre-Existing Materials.** The Agency, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. The Agency hereby grants the Client a license to any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with the Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by the Agency.

¹ **Note to client:** Is there any need for you to have a license back with respect to the Deliverables?



8. Confidential Information.

- a. The Receiving Party agrees:
 - i. not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party;
 - ii. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of the Client, to make use of the Services and Deliverables; and
 - iii. to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.
- b. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
 - i. prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
 - ii. reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- c. If, after providing such notice and assistance as required herein, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.
- d. Nothing in this Agreement shall prevent the Agency from using any general methodologies or know-how contained in the unaided memory of the Agency's personnel developed or disclosed under this Agreement in the provision of services to any other client of the Agency, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party.

9. Term and Termination.



- a. **Term.** This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services (the “**Term**”), unless sooner terminated pursuant to this Section 9.
- b. **Termination for Convenience.** Either party, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least sixty (60) days’ written notice to the other party.
- c. **Termination for Cause.** Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:
 - i. materially breaches this Agreement, and such breach is incapable of cure or, with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;
 - ii. fails to make any payment due to the other party which remains due thirty (30) days after the Defaulting Party receives notice of such past-due payment; or
 - iii. (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within thirty (30) days or is not dismissed or vacated within thirty (30) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. **Effect of Termination; Survival.** Upon termination, the Client shall pay any and all amounts due to the Agency for Services performed prior to the date this Agreement is terminated, as well as any expenses or fees to be reimbursed by the Client pursuant to Section 6 above. The rights and obligations of the parties set forth Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.



10. Representations and Warranties. Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

11. Dispute Resolution. Any dispute, controversy, difference, disagreement or claim (“Dispute”), whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement must be settled as set forth in this Section.

- a. Prior to the commencement of any mediation proceeding pursuant to this Section, the parties shall first meet and confer in good faith in an effort to resolve any Dispute. Either party may request such a meeting by providing written notice to the other party describing the nature of the Dispute. The parties shall promptly schedule and participate in a meeting, either in person or by teleconference, to attempt to resolve the Dispute. If the parties are unable to resolve the Dispute within fourteen (14) days after the initial meeting, either party may then proceed to mediation as set forth below. For the avoidance of doubt, the requirements of this Section shall not apply in instances where a party is seeking injunctive relief.
- b. To the extent the Parties are unable to resolve the Dispute as set forth immediately above, such Disputes may be submitted for non-binding mediation. Such non-binding mediation, including the rendering of any award, will be conducted by a mediator appointed by mutual agreement of the parties hereto. If the parties cannot agree upon a mediator, either party may petition a court of competent jurisdiction in Harris County, Texas requesting the court appoint an independent mediator. The parties shall equally share all costs and expenses associated with such mediation. The mediation shall occur in Houston, Texas. Mediation under this Section is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but should furnish the parties an opportunity to resolve disputes amicably, expeditiously, and in a cost effective manner on mutually acceptable terms. The non-binding mediation provided for hereunder shall be commenced by the party requesting mediation. The request shall specify with reasonable particularity the matters for which non-binding mediation is sought.



- c. In the event that the Dispute remains unresolved thirty (30) days following the commencement of mediation, the parties may submit the Dispute to a court of competent jurisdiction.

12. Limitation of Liability. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, OR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification. Each party (an “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, affiliates, successors and permitted assigns (“**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and costs, incurred by the Indemnified Party (collectively, “**Losses**”), arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) Indemnifying Party’s willful, fraudulent or grossly negligent acts or omissions; or (b) Indemnifying Party’s material breach of this Agreement, including but not limited to material breach of any representation or warranty made by the Indemnifying Party in this Agreement. The Indemnifying Party shall not be liable for any Losses to the extent caused by the Indemnified Party’s acts or omissions.

14. Restrictive Covenants.

- a. **Non-Solicitation of Agency Clients.** During the Term and for twelve (12) months after the termination of this Agreement (the “**Restricted Period**”), the Client will not:
 - i. directly or indirectly, on their own behalf or on behalf of any other person or entity, solicit, divert, take away, or attempt to solicit, divert, or take away any customer or prospective customer served or solicited by Agency in the twelve (12) months prior to the termination of this Agreement; or



- ii. directly or indirectly, on their own behalf or on behalf of any other person or entity, induce, attempt to induce any customer or prospective customer to reduce or terminate their relationship with the Agency.
- b. **Non-Solicitation of Agency Personnel.** During the Restricted Period, the Client shall not, directly or indirectly, on their own behalf or on behalf of any other person or entity, solicit, or induce or attempt to recruit, solicit or induce any any employee or independent contractor of the Agency to terminate his/her employment or other relationship with the Agency or to enter into employment or any other kind of business relationship with the Client or any other person or entity.
- c. **Non-Circumvention.** The Client shall not take any actions, or cause others to take any actions, which attempt to circumvent these restrictions, including using intermediaries to solicit any clients or employees of the Agency.

15. Exclusive as to Agency. During the Term, the Agency will be the Client’s exclusive provider of marketing, advertising, branding, communications, and related strategic services. The Client may, however, continue its existing relationships with any third-party agency or service provider engaged prior to the Effective Date (each a “**Pre-Existing Provider**”), and the Agency will reasonably cooperate with such Pre-Existing Providers as necessary to perform the Services. Beginning on the Effective Date, the Client will not engage any other providers of similar services without the Agency’s prior written consent.

16. Non-Exclusive as to Client. Client acknowledges and agrees that Agency shall perform services similar to the Services for any number of additional clients and nothing contained herein shall be deemed or construed to limit the right of the Agency to work with any other person or entity in the performance of services similar to the Services.

17. Insurance². At all times during the Term of this Agreement, the Agency shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker’s Compensation	Statutory

² **Note to Client:** The Services provided herein as not generally services for which you would need to obtain insurance. Is this something your client’s generally require?



Employer's Liability

Bodily Injury by Accident \$100,000 (each accident)
Bodily Injury by Disease \$500,000 (policy limit)
Bodily Injury by Disease \$100,000 (each employee)

Commercial General Liability:
Including Broad Form Coverage,
Contractual Liability, Bodily and
Personal Injury and Completed
Operations (for a period of one
year after completion of work)

Bodily Injury and Property Damage, Combined
Limits of \$500,000 each Occurrence and
\$1,000,000 Aggregate

Business Automobile Liability
Insurance (for vehicles used in
performing under this Agreement,
including Employer's Non-Ownership
and Hired Auto Coverage)

\$500,000 Combined Single Limit per Occurrence

18. Miscellaneous.

- a. **Non-Disparagement.** Each party agrees and covenants that it will not at any time make, publish or communicate to any person or entity in any public forum any defamatory or disparaging remarks, comments or statements concerning the other party or any of its affiliates of the business, employees, officers, investors and other associated third parties of the foregoing. This Section shall not in any way limit a party's rights that are expressly reserved herein or in any way limit a party's ability to provide truthful testimony or information in response to a subpoena, court or arbitral order, or valid request by a government agency, or as otherwise required by law.
- b. **Waiver.** No waiver by the Agency of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Agency. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- c. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint



enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- d. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of this Agreement or the Services provided hereunder shall be instituted in the federal courts of the United States or the courts of the State of Texas in each case located in Harris County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- e. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

If to Agency: Medley Inc.
 2808 Caroline Street
 Houston, TX 77004
 Email: ashley@medley-inc.com
 Attention: Ashley Small

If to Client: Memorial Heights Redevelopment Authority
 1330 Post Oak Boulevard, Suite 2650 Houston, Texas 77056
 Email: sherry@MemorialHeightsTIRZ5.com
 Attention: [Sherry Weesner]

- f. **Assignment.** Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party.
- g. **Headings.** The Section headings contained in this Agreement are for purposes of references and convenience only and shall not limit or otherwise affect, in any way, the meaning of this Agreement.



- h. **Entire Agreement.** This Agreement, along with any attached exhibits, constitutes the complete and exclusive understanding between the parties regarding the subject matter herein. All prior agreements, negotiations, or understandings—whether written or oral—are hereby superseded and rendered null and void. Any amendment or modification to the terms of this Agreement will be valid only if made in writing and signed by duly authorized representatives of both parties.
- i. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- j. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- k. **Independent Counsel Review.** EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL IN CONNECTION WITH ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. ACCORDINGLY, ANY RULE OF LAW OR ANY LEGAL DECISION THAT WOULD PROVIDE ANY PARTY WITH A DEFENSE TO THE ENFORCEMENT OF THE TERMS OF THIS AGREEMENT AGAINST SUCH PARTY BASED UPON LACK OF LEGAL COUNSEL, SHALL HAVE NO APPLICATION AND IS EXPRESSLY WAIVED.
- l. **Attorneys' Fees.** If a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing or non-defaulting party shall be entitled to recover from the losing or



defaulting party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial or on any appeal in addition to all other amounts provided by law. This provision shall cover costs and reasonable attorney fees related to or with respect to proceedings in U.S. Bankruptcy Court, including those related to issues unique to bankruptcy law.

- m. **Interpretation.** The parties hereto specifically acknowledge and agree that the terms of this Agreement have been mutually negotiated and the parties hereby specifically waive the rule or principle of contract construction which provides that any ambiguity in any term or provision of a contract will be interpreted or resolved against the party which drafted such term or provision.
- n. **Counterparts.** This Agreement may be executed in one or more counterparts by some or all of the parties hereto, and (a) each such counterpart shall be considered an original, and all of which together shall constitute a single Agreement, (b) the exchange of executed copies of this Agreement by facsimile or Portable Document Format (PDF) transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall constitute effective execution and delivery of this Agreement as to the parties for all purposes, and (c) signatures of the parties transmitted by facsimile or Portable Document Format (PDF) (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) shall be deemed to be their original signatures for all purposes. All parties hereto agree a fully assembled digital copy of a fully executed Agreement is "best evidence" of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CLIENT

Memorial-Heights Redevelopment Authority

Signature: _____

Name: _____

Date: _____

AGENCY

Medley Inc., a Texas corporation

Signature: _____

Name: _____

Date: _____



Exhibit A Statement of Work

a. Strategic Communications support

Media Relations

- Respond to inbound press inquiries
- Draft and distribute media updates as needed
- Coordinate and facilitate media interviews

Social Media Management (Facebook & X)

- Create and publish 4–6 posts per month per platform
- Write copy and design graphics for all posts
- Monitor and respond to comments and engagement

Email Communications

- Write, design, and publish a bi-monthly e-newsletter featuring the latest construction updates

Website Content

- Write and publish bi-monthly articles with project updates
- Coordinate and implement website content changes as needed

Content Coordination

- Liaise with engineers and project partners to gather updates, photography, and other content needed to inform and engage the audience



Exhibit B Schedule of Fees

- **Monthly Costs:**
 - \$3,000

- **Payment Terms Overview:**
 - Net Terms: 45 Days



AGENCY VERIFICATION CLAUSE

Agency makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the “Government Code”), as heretofore amended. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with Agency, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Not a Sanctioned Company. Agency represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Agency and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Boycott of Israel. Agency hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities. Agency hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies. Agency 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.”