

This AGREEMENT ("Agreement") is entered by and between **Halff Associates, Inc.** ("Contractor"), located at **14800 St. Mary's Ln, Ste. 160, Houston, Texas 77079** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### Terms:

- 1. Scope of Services: Contractor will perform the services and/or provide the products as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as consulting services to prepare mountain bike trail planning and design/maintenance recommendations to the City of League City. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
- 2. Term and Termination: This Agreement shall commence on date of contract execution and shall expire on January 31, 2022 The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 3. Compensation: Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed \$39,500 during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
- 4. Insurance: Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

- 5. Liquidated Damages: Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
- 6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
- 7. Intellectual Property: This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
- 8. Confidentiality: During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
- 9. Warranties and Representations: Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

- 10. Licenses/Certifications: Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
- 11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
- 12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
- 13. **INDEMNIFICATION**: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.
- 14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
- 15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
- 16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

- 17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
- 19. Alternative Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
- 20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
- 21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
- 22. Payment of Debt/Delinquency to State: Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
- 23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
- 25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
- 26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

- 27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
- 28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
- 29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
- 30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
- 31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.
- 33. **Prohibition on Boycotting Energy Companies**: Pursuant to Section 2274.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.
- 34. **Prohibition on Discrimination against Firearm Industries**: Pursuant to Section 2274.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(signature block on next page)

Executed on	(date to be filled in by City Secretary,
HALFF ASSOCIATES, INC "Contractor"	
CASE COLINS	
Casey Collins, PLA Landscape Architecture Team Leader	
CITY OF LEAGUE CITY – "City"	
John Baumgartner, City Manager	
Attest:	
Diana Stapp, City Secretary	
Approved as to Form:	
Office of the City Attorney	

## Exhibit A

Scope of Services from Halff Associates, Inc. (includes Exhibits A – E) (There are 9 pages for Exhibit A, including this page)

See Next Page



## EXHIBIT A SCOPE OF SERVICES

## City of League City, Texas Mountain Bike Trails Strategy

The purpose of this Scope of Services proposed herein is for Halff Associates, Inc. (HALFF) to provide professional consulting services to prepare mountain bike trail planning and design/maintenance recommendations for the City of League City (CITY). The Mountain Bike Trail (MBT) Strategy will be developed and formatted to become a report chapter and will be integrated into the 2017 *Parks, Trails, and Open Space Master Plan*. This chapter will serve as the citywide guide for the design, implementation, and maintenance of mountain bike trails in the City. Exhibit C, *Study Area* provides a map of the Study Area, which encompasses the City limits.

HALFF's project involvement and facilitation will be carried out according to this Scope of Services (Exhibit A), during the time allotted, as indicated in Exhibit B, *Project Schedule*. The lump sum fee for professional services is summarized in Exhibit D, *Basis of Compensation*. Exhibit E, *Support Services of the City of League City*, lays-out the City's responsibilities through the duration of the planning program.

### PHASE 1: DATA COLLECTION AND SITE INVENTORY

This phase will include collecting all pertinent data applicable to the MBT planning process, including previous studies and relevant GIS data. A desktop inventory of potential sites for mountain bike trails will be performed with the CITY to better understand the extent of a potential MBT system, to illuminate likely facility needs, and to establish the range of likely site conditions to be analyzed. This phase includes the following tasks:

- 1. Conduct a project initiation meeting with the CITY staff to obtain data and relevant studies, identify project stakeholders, and confirm the project schedule.
- 2. Conduct a stakeholder meeting with a select group of key mountain bicycling advocates and users from the League City area to determine preferences for facility types, best area models, their perceptions regarding use and management, and other information that may help guide this process.
- 3. Conduct meeting with CITY Parks Board to determine preferences for facility types, community perceptions, opportunity for implementation, and other pertinent information.
- 4. Prepare a preliminary base map utilizing available GIS data and aerial imagery. HALFF will use data provided by the CITY and current available LIDAR imagery and topography for the base map.
- 5. Conduct a tour of the Study Area with the CITY staff to determine surrounding influences and establish on-site conditions critical to the project's development.
- 6. Assess MBT opportunities on CITY-owned properties as well as potential utility / transmission easements owned by third-party providers.
- 7. Evaluate connectivity to other bicycle facilities and address access (via trailheads), wayfinding, and signage requirements.
- 8. Assess applicable best practice design and maintenance standards relevant to MBTs, including applicable International Mountain Bicycling Association (IMBA) and Greater Houston Off Road Biking Association (GHORBA) design standards.



- 9. Conduct a site visit of regional mountain biking parks to better understand what MBTs and amenities are currently available, including:
  - a. Cypress Creek Trail
  - b. Memorial Park Trail
  - c. Sugar Land Trails
  - d. Jack Brooks Park Trail
  - e. The Anthills Trail
- 10. Prepare a technical memorandum summarizing preliminary findings and outlining a provisional MBT development program and present to CITY staff to confirm direction and establish objectives based on findings.

### **Deliverables:**

1. Existing conditions, design and maintenance standards, and maps/graphics to be incorporated into public outreach materials and final report documents.

### PHASE 2: PUBLIC ENGAGEMENT

This phase includes public outreach and engagement with local constituents and identified stakeholders to ensure that the development of MBT elements meet the needs of the community. This phase includes the following tasks: Develop public outreach materials and coordinate with CITY's project administrator to post relevant project information on the CITY's municipal website.

- 1. Conduct a stakeholder listening session with local mountain bike trail advocates to ensure design and location of facilities meet the needs of the community. (One Meeting)
- 2. Conduct a joint workshop with select CITY departments to receive feedback and provide insight on implementation. (One Meeting)

### **Deliverables:**

1. Technical memorandum documenting findings from outreach efforts as well as elements for consideration from regional mountain biking trails advocates.

### PHASE 3: IMPLEMENTATION AND FINAL REPORT

This phase includes preparation of the MBT Strategy report (chapter) with city-wide trail location recommendations and order-of-magnitude costs associated with proposed facilities; as well as maintenance and design standards, an overview of the economic development value of a formal MBT program to the City, and a summary of opportunities for additional trail services other than mountain biking. An implementation schedule will also be provided in conjunction with CITY Capital Improvement Program. This phase includes the following tasks:

- 1. Develop final illustrative MBT Strategy report with supporting graphics and design/maintenance standards which will be formatted to be incorporated into 2017 *Parks, Trails, and Open Space Master Plan*.
- 2. Present final draft chapter to stakeholder group for their final comments.
- 3. Present final draft chapter to Parks Board.
- 4. Present final draft MBT Strategy to CITY for final review and adoption.
- 5. Develop up to three supporting graphics illustrating the typical alignment and construction of MBTs based on different environmental constraints and ability for CITY to implement.
- 6. Determine project implementation for incorporation into CITY Capital Improvement Program.



## **Deliverables:**

1. Digital PDF format of all maps/graphics and report. One (1) 24"x36" illustrative board of master plan incorporating mountain bike trail alignment and amenities.

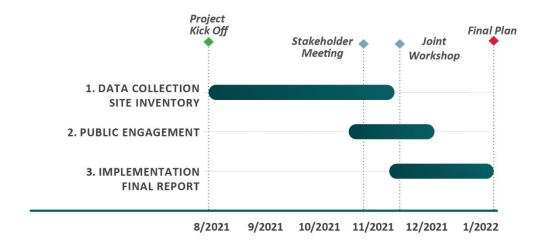


## EXHIBIT B PROJECT SCHEDULE

# City of League City Mountain Bike Trails Strategy

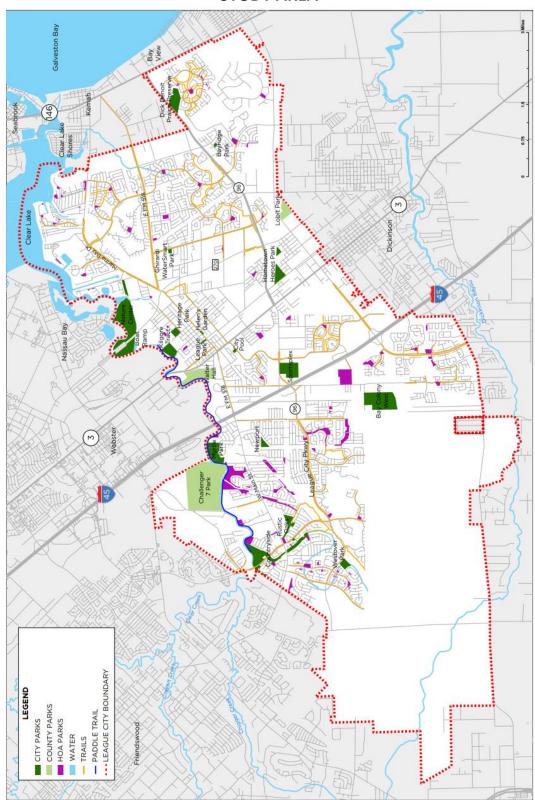
It is anticipated that the Mountain Bike Trails Strategy will take five (5) to six (6) months to complete – including delivery of Draft Strategy to City Council. The subsequent timeframe and adoption of final report will vary depending on City's scheduling preferences.

The project will begin from the date of contract execution and will follow the schedule outlined below unless adjustments are jointly agreed upon between the City and Halff.





## EXHIBIT C STUDY AREA



Source: City of League City: Parks, Trails, and Open Space Master Plan 2017



## EXHIBIT D BASIS OF COMPENSATION

# City of League City Mountain Bike Trails Strategy

## 1.0 BASIC SERVICES

## 1.00 Basic Services – Fee Summary

Planning services as described in Exhibit A will be provided by Halff Associates Inc. on a lump sum basis, with an authorized lump sum contract fee of \$39,500 for the Mountain Bike Trails Strategy. The lump sum fee includes all labor and reimbursable expenses including compensation for document copying, printing, travel, and associated expenses necessary for the planning effort.

### **PHASE**

Phase 1: Data Collection and Site Inventory	\$12,000.00
Phase 2: Public Engagement	\$7,500.00
Phase 3: Implementation and Final Report	\$20,000.00
TOTAL PROJECT FEE	\$39,500.00

## 2.0 ADDITIONAL SERVICES

## 2.00 Additional Services and Meetings

Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.



## EXHIBIT E SUPPORT SERVICES OF THE CITY OF LEAGUE CITY

## City of League City Mountain Bike Trails Strategy

The City of League City's Mountain Bike Trails (hereafter "MBT") Strategy will provide administrative and technical support services to assist HALFF in performing the Scope of Services described in Exhibit A. The support services to be provided by the CITY will include the following types of services and tasks:

- Identify a single individual as MBT's Project Administrator, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both the City and Halff personnel, resources and capabilities.
- In the event of a change on the MBT Plan's Project Director Administrator, HALFF Project Manager will be notified as soon as possible. In the event a MBT Project Administrator or Halff Project Manager changes, then both Project Administrator and Project Manager shall perform a project status review for schedule and completion concurrence.
- Provide all available data, maps, aerial imagery, previous reports/plans/studies, ordinances and resolutions, and other information that is available and applicable to HALFF in digital or printed format and is pertinent and necessary for development of interim and final deliverables.
- Assist HALFF in establishing contacts with agencies and organizations external to the City for data collection and coordination purposes.
- Ensure that key CITY personnel, and elected and appointed officials, will participate as needed in the planning process and be available upon request, through arrangements made by the MBT Plan's Project Administrator, to provide information and referrals and offer opinions, insights and suggestions that are necessary for completion of the project. This will include potential formal or informal meetings and briefings with the City Council and parties as specified in Exhibit A, Scope of Services.
- Upon project initiation, MBT's Project Administrator will coordinate with HALFF to transfer spatial data and mapping that the City can make available for the project, including data sets and GIS coverages (and AutoCAD layers, as useful and appropriate) already developed/maintained by the City for its entire planning area or readily available to the City from other sources. The City will be responsible for ensuring that GIS data obtained for this project is compatible, including projections and other formatting elements.
- Reproduce and forward each draft project deliverable submitted by HALFF (via email) to MBT staff members, elected and appointed officials, and other project participants as appropriate.



- Conduct public information activities in conjunction with major public meetings/events
  and other project milestones. The City will be responsible for news media contacts,
  preparation and distribution of news releases and any other public information materials,
  promotion and advertising for all public events and citizen surveys, and posting of
  meeting notices and project information and updates on the CITY's website and on the
  CITY's Facebook/social media platforms, as appropriate.
- Use the City's website and social media site (e.g., Facebook) to disseminate information and inform, update and educate the public about the ongoing project. As necessary, HALFF will provide already-completed interim documents or GIS maps in an Adobe PDF format, which can be easily posted on the City's website.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit A, Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, easels, flip pads and markers, etc.). The CITY's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/mailing/distributing notices, and reproducing agendas and other handout materials. The CITY will also be responsible for providing snacks and beverages for public engagement-related, "inperson" events, as appropriate. HALFF will be responsible for presentations and preparation of necessary graphic aids for all meetings. The CITY will also be responsible for inviting members of its elected and appointed councils, boards, and commissions, and representatives of other key agencies and community organizations, to attend public meetings related to the planning process.
- While HALFF will set up all virtual meetings, using conventional and proprietary software platforms, the CITY will be responsible for providing contact information for all participants invited to virtual meetings.
- Commit the necessary resources to prepare adequately for the promotion of citizen participation in, and media coverage of, key community involvement events. The CITY might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support.
- Consider and act on all deliverables and other interim work items submitted by HALFF
  that require CITY review, comments or approval within 10 days to enable the HALFF to
  complete the work on schedule. Specific timeframes for such CITY response will be
  incorporated into the detailed project schedule cited in Exhibit A, Scope of Services.
- Provide HALFF written summaries, and copies of any handouts/materials, from all project-related meetings not attended by the HALFF.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the CITY.

## End of Exhibit E – Support Services of the City of League City