

**COMMUNITY BENEFITS AGREEMENT  
(THE ION DISTRICT IN MIDTOWN)**

**BETWEEN**

**CITY OF HOUSTON, TEXAS**

**AND**

**RICE UNIVERSITY, ACTING BY AND THROUGH RICE MANAGEMENT  
COMPANY**

**DATED AS OF THE EFFECTIVE DATE**

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## **COMMUNITY BENEFITS AGREEMENT (THE ION DISTRICT IN MIDTOWN)**

THIS COMMUNITY BENEFITS AGREEMENT (this “Agreement”), is made and entered into effective as of \_\_\_\_\_, 2021 (the “Effective Date”), by and among the CITY OF HOUSTON, TEXAS, a home-rule city organized under the laws of the State of Texas (the “City” or “Houston”) and RICE UNIVERSITY, a Texas non-profit corporation (the “University”), acting by and through RICE MANAGEMENT COMPANY, a division of the University located in Houston, Texas (the “Principal Developer”), (individually referred to as “Party” and collectively as “Parties”).

### **RECITALS**

The University, as part of its *Vision for the Second Century, Second Decade (V2C2)* has committed to “...engage Houston as a focus and partner for research and education...enabling Houston’s success as a 21st-century metropolis.” The Principal Developer supports the University mission through enlightened stewardship of the University’s financial resources.

The City has set an ambitious goal for Houston to grow technology innovation as its next economic frontier, recognizing the need to continue to diversify and add new businesses, like the high-tech industry. The City’s leadership has attracted partnerships with leading innovative organizations and strong local collaboration to attract, retain, and grow Houston’s innovative talent and business base.

The project is located on 16 acres of University-owned or controlled land in Midtown Houston, predominantly bound by Isabella Street to the north, Ruth Street, Interstate Highway 69 and Wheeler Avenue to the south, and Austin Street to the east (“The Ion District”), as generally depicted on **Exhibit A** attached hereto. The vision for an innovation district anticipates over three million square feet of mixed-use development including offices, retail, apartments, community spaces, and other uses. The Principal Developer intends to maintain long-term ownership and stewardship of the project as a real estate investment and commitment to the City and people of Houston.

Within innovation districts, proximity between innovators, investors, employees, residents, and amenities promotes the cross-pollination of new ideas, products, and services that foster the creation, attraction, and growth of thriving businesses. The Ion District will build on the region’s economic and community strengths, bolstered by nearby educational, cultural, and commercial institutions, to create an environment that fosters Houston’s innovation ecosystem. The Ion District will introduce a new kind of urban district to Houston, prioritizing public space and community access; office spaces that cater to the evolving needs of growing, tech-oriented tenants; retail and

other ground floor uses that are an amenity to district residents, workers, and visitors, and neighboring communities; and regular activities, events, and programming. Infrastructure investment prioritizes connectivity and the pedestrian experience, with a network of pedestrian-only laneways, active plazas, shared streets, and improved sidewalks and crossings.

The Ion District is anchored by The Ion, a 266,000 SF innovation hub encompassing commercial, educational, accelerator, and retail spaces within the historic 1939 former Sears Department Store. The recently completed Ion brings Houston's entrepreneurial, corporate, and academic communities together into collaborative spaces and programs. Early tenants include Microsoft, Chevron Technology Ventures, and several locally owned restaurant offerings. Through a robust range of events and programs, The Ion provides resources and programming for Houstonians seeking job training to provide pathways to new opportunity, entrepreneurs seeking support and capital to grow their businesses, and others seeking to strengthen Houston's economic resiliency and competitiveness, attract and retain innovative talent, companies, and institutions.

With jobs across the Houston economy requiring technology and Houston needing to continue building its innovation ecosystem to remain economically resilient and competitive, The Ion and The Ion District will create a foundation for opportunity:

- For workers – new jobs and skills training opportunities
- For communities – new indoor and outdoor public spaces with programs to create gateways into jobs and entrepreneurship opportunities
- For colleges and universities – spaces and programs to collaborate, train the future workforce, and bring all of Houston's educational institutions together
- For businesses – a range of workspaces for companies of all sizes, support services for small businesses, and contracting opportunities for local Minority and Women Owned Business Enterprises (“MWBE”).

The Principal Developer's investment in The Ion and The Ion District flows from a commitment to strengthening Houston's economic resiliency. As part of this vision, the Principal Developer is committed to ensuring that the development of The Ion District benefits its neighbors by fostering an inclusive, welcoming neighborhood and creating equitable economic opportunities. Recognizing the significant potential benefits of the project to Houstonians, the City determined to negotiate a Community Benefits Agreement (“CBA”), applying an inclusive process to document within a CBA the commitments that will ensure the project will benefit not only the immediate neighborhood but all Houstonians.

In November of 2020, the Principal Developer invited a group of community stakeholders to assist the Principal Developer in identifying a set of commitments to be documented in the signed CBA with the City. The group of thirteen stakeholders are known as the “CBA Working Group” and include representatives from neighborhoods adjacent to The Ion District as well as interested business and civic leaders.

Prior to the formation of the CBA Working Group, the Principal Developer conducted a community engagement listening tour in 2019 and has since had dozens of one-on-one and small group meetings to understand the local landscape. Principal Developer also hosted a three-part virtual community workshop series in the fall of 2020 that was open to the public.

The CBA Working Group concentrated its efforts around three focus areas for the CBA: Economic Opportunity, Housing Affordability, and Inclusive Hiring & Contracting. The CBA Working Group used these focus areas as guides in developing a range of recommended commitments to be documented in the CBA.

As a further demonstration of the Principal Developer's commitment to the community, the Principal Developer will be making significant upfront capital commitments to create new infrastructure and open space, including but not limited to, publicly accessible plazas, streetscape, greenspace, and public utility improvements beyond City of Houston minimum requirements. These capital commitments in public improvements will be an upfront expenditure by the Principal Developer which intends to enter into an agreement (the "Economic Development Agreement") with Midtown Redevelopment Authority for reimbursement for some of these public improvements. This reimbursement will be generated solely from a portion of on-site incremental tax revenue generated by the successful development of The Ion District.

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## **ARTICLE 1. DEFINITIONS**

### **SECTION 1.1 DEFINED TERMS**

1.1.1 For purposes of this Agreement, capitalized terms shall have the meanings assigned thereto within the body of this Agreement.

### **SECTION 1.2 INTERPRETATION**

1.2.1 Words such as “hereunder,” “hereto,” “hereof” and “herein” and other words of similar import shall, unless the context requires otherwise, refer to the whole of this Agreement and not to any particular article, section, subsection, paragraph or clause hereof.

1.2.2 Any reference to “days” shall mean calendar days unless otherwise expressly specified.

1.2.3 The Parties have participated in the drafting of this Agreement and any ambiguity contained in this Agreement shall not be construed against any Party solely by virtue of the fact that such Party may be considered a drafter of this Agreement or any particular part hereof.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

### **SECTION 2.1 REPRESENTATIONS OF THE CITY.**

2.1.1 The City hereby represents to the Principal Developer that as of the date hereof, it is a home rule city operating as such under the Constitution and laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

2.1.2 The City has the full legal right, power and authority to enter into and perform this Agreement and the execution, delivery and performance hereof: (i) has been duly authorized, (ii) to the best of its knowledge, will not violate any applicable judgment, order, law or regulation, and (iii) can carry out and consummate all other transactions described herein.

2.1.3 This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

### **SECTION 2.2. REPRESENTATIONS OF THE UNIVERSITY**

2.2.1 The University hereby represents that as of the date hereof, it is duly authorized, created, and existing and in good standing under the laws of the State of Texas.

- 2.2.2 The University has the power, authority and legal right to enter into and to cause Principal Developer to perform its obligations set forth in this Agreement, and the University's execution and delivery and the Principal Developer's performance on behalf of the University hereof (i) has been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the University, and (ii) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the University under any agreement or instrument to which the University is a party or by which the University or its assets may be bound or affected.
- 2.2.3 This Agreement has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation of the University, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and (ii) certain equitable remedies, including specific performance, may be unavailable.
- 2.2.4 The University, acting by and through the Principal Developer, owns or controls all real property within The Ion District.
- 2.2.5 The University has sufficient capital to cause the Principal Developer to perform its obligations under this Agreement through the financial returns on an investment portfolio stewarded by the Principal Developer that includes direct real estate holdings in The Ion and The Ion District.

### **ARTICLE 3. COMMUNITY BENEFITS AGREEMENT**

#### **SECTION 3.1 PURPOSE**

- 3.1.1 The purpose of this Agreement is to provide for a coordinated effort between the City and the Principal Developer to realize community investments that maximize the benefits of The Ion District to the residents and businesses in and around The Ion District as graphically depicted on **Exhibit A** attached hereto.
- 3.1.2 This Agreement serves to provide a framework so that the creation of The Ion District generates opportunities for MWBEs, supports housing affordability, and promotes economic opportunities for underrepresented populations in the technology innovation ecosystem. For the purposes of this Agreement, "underrepresented populations" is defined to include:

- 3.1.2.1 Individuals from historically disadvantaged racial and ethnic groups in Houston including Blacks or African Americans, Latino or Hispanic Americans, Asian Americans, and Pacific Islanders.
- 3.1.2.2 Individuals who come from a household with an annual income below 80% of the Area Median Income (“AMI”).
- 3.1.2.3 Individuals who will be the first in their immediate family to graduate from a four-year university or college.

## **ARTICLE 4. COMMUNITY ADVISORY COUNCIL**

### **SECTION 4.1 PURPOSE**

- 4.1.1 A Community Advisory Council (CAC) shall be established whose overarching purpose is to provide the Principal Developer and the City with direct experience, knowledge, programmatic guidance, industry specific relationships and contacts that facilitate, maximize, and enhance the successful execution and implementation of a CBA’s goals and objectives.
- 4.1.2 The CAC shall be established within ninety (90) days after the Effective Date of this Agreement.

### **SECTION 4.2 DUTIES AND RESPONSIBILITIES**

- 4.2.1 Serve as a source of unbiased insights, distinctive knowledge, and diversity in perspective to support program effectiveness and success.
- 4.2.2 Provide strategic analysis and support.
- 4.2.3 Provide recommendations and guidance for continuous improvement of program performance.
- 4.2.4 Augment knowledge and strategic thinking for Ion-based enterprises.
- 4.2.5 Serve as a gathering point for information to and from community constituents and residents.
- 4.2.6 Convene quarterly and as often as is deemed necessary to review progress and to make recommendations for improvement.
- 4.2.7 Meet with the Principal Developer at least twice annually, and as often as is deemed necessary, to discuss status, progress, and next steps.

- 4.2.8 Provide an annual written evaluation, including recommendations, detailing the Parties' performance and progress.

**SECTION 4.3 MEMBERSHIP AND COMPOSITION**

- 4.3.1 The CAC shall consist of nine (9) members that are appointed by the Mayor to a numbered position and satisfying the following criteria and expertise:

- 4.3.1.1. POSITION ONE: A resident or representative of a business located within the boundaries of Midtown as defined by the Midtown Redevelopment Authority.

- 4.3.1.2 POSITION TWO: A resident or representative of a business located within the boundaries of Midtown as defined by the Midtown Redevelopment Authority.

- 4.3.1.3 POSITION THREE: A resident or representative of a business located within the Third Ward Complete Communities boundary.

- 4.3.1.4 POSITION FOUR: A resident or representative of a business located within the Third Ward Complete Communities boundary.

- 4.3.1.5 POSITION FIVE: A person with direct, specialized experience in the areas of technology incubators, business accelerators, and technology businesses.

- 4.3.1.6 POSITION SIX: A resident or a representative of a business located in a Complete Community. The appointee must have direct experience creating affordable housing.

- 4.3.1.7 POSITION SEVEN: An MWBE business and /or entrepreneur or a business civic organization.

- 4.3.1.8 POSITION EIGHT: A person with direct, specialized experience in the areas of real estate, finance, and/or banking matters that emphasize and target urban community development.

- 4.3.1.9 POSITION NINE: A person with direct experience specializing workforce development and/or services to entrepreneurs.

**SECTION 4.4 TERM**

- 4.4.1 The Chair of the CAC shall be appointed by the Mayor of the City (the "Mayor"), selected from previously appointed CAC members and shall serve for a period of two (2) years.

- 4.4.2 The members of the CAC shall hold their position for a minimum of two years and until their successors have been appointed by the Mayor.

**SECTION 4.5 EX-OFFICIO MEMBERS**

- 4.5.1 The following persons shall serve as ex-officio members of the CAC:
  - 4.5.1.1 The Director of the City’s Planning and Development or his designee, who shall serve as CAC secretary;
  - 4.5.1.2 The Director of the City’s Office of Business Opportunities or his designee;
  - 4.5.1.3 The Director of the Department of Neighborhoods or his designee;
  - 4.5.1.4 The City’s District D Councilmember or his designee;
  - 4.5.1.5 A Mayor’s Office designee; and
  - 4.5.1.6 A designee of the Principal Developer (RMC)

**ARTICLE 5. REPORTING REQUIREMENTS AND ANNUAL REVIEWS**

**SECTION 5.1 COMMUNITY INVESTMENT REPORT**

- 5.1.1 The Principal Developer shall provide, either collectively or individually, an annual Community Investment Report (the “Community Investment Report”) outlining the status and progress of the CBA goals and objectives that were achieved during the prior calendar year.
- 5.1.2 The report shall include the information described in **EXHIBIT D**, and shall be submitted to the Office of the Mayor and the Economic Development Committee and shall be made available to the public.
- 5.1.3 The report shall be completed and submitted to the Mayor’s Office of Economic Development, the Economic Development Committee, and the Chair of the CMC no later than March 31<sup>st</sup> of the first full calendar year and each subsequent calendar year following the subject year of the report and shall be reviewed by the applicable groups within thirty (30) days of receipt.

**SECTION 5.2 ANNUAL REVIEW**

- 5.2.1 At least once each year, the Principal Developer and the City shall review the progress of and strides made during the prior year and other relevant information, including the Community Investment Report, implementation challenges, and potential for new opportunities within the Ion District.

**SECTION 5.3 CAC ANNUAL EVALUATION REPORT**

5.3.1 Within forty-five (days) after the receipt of the Community Investment Report, the CAC shall deliver a written analysis and evaluation detailing the Parties' performance during the preceding year. The analysis and evaluation shall be based on the metrics and commitments described in exhibits B, C, and D and may include input received from community residents and businesses that are directly impacted by this Agreement.

**ARTICLE 6. AMENDMENTS AND REVISIONS**

**SECTION 6.1 GOOD FAITH EFFORTS**

6.1.1 It is the intention of the Principal Developer and the City that the residents and businesses of the area surrounding the Ion District shall have the opportunity to benefit from the growth and development generated by its creation. The Parties affirm that all efforts undertaken to comply with this Agreement shall be carried out in good faith and with fair dealings.

**SECTION 6.2 MUTUAL CONSENT**

6.2.1 The Principal Developer and the City shall mutually determine if, in the best interests of the residents and businesses, any revisions shall made to this Agreement for the purpose of facilitating, improving, or increasing effectiveness.

6.2.2 Any revision to this Agreement shall be in writing and properly signed by the person authorized to consent to the revision.

**SECTION 6.3 CITY COUNCIL APPROVAL**

6.3.1 City Council approval is required for any revision or amendment to this Agreement.

**ARTICLE 7. DEFAULT**

**SECTION 7.1 PRINCIPAL DEVELOPER DEFAULT**

7.1.1 A default by the Principal Developer occurs when the Principal Developer fails to perform any covenant or condition required by this Agreement following the expiration

of any applicable notice, grace, and cure period. A default by the Principal Developer shall also include the following:

- 7.1.1.1 The Principal Developer becomes insolvent and files a petition for protection under the U.S. Bankruptcy Code (or similar applicable law) or a petition is filed against the Principal Developer under such laws and is not dismissed within sixty (60) days after the date of such filing, or the Principal Developer makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or otherwise admits in writing its inability to pay its debts when due.
- 7.1.1.2 The Principal Developer fails to perform any monetary agreement set forth herein to be performed, following the expiration of any applicable notice, grace and cure periods. If no cure periods are expressly set forth herein, the City shall, within thirty (30) days of the discovery of such failure, deliver a notice, pursuant to Article 9, to the Principal Developer which shall provide a thirty-day (30- day) cure period.
- 7.1.1.3 The Principal Developer fails to perform any non-monetary covenant or condition of this Agreement following the expiration of any applicable notice, grace and cure periods. If no cure periods are expressly set forth herein, the City shall, within thirty (30) days of the discovery of such failure, deliver a notice to the Principal Developer, pursuant to Article 9, which shall provide a thirty-day (30- day) cure period or such longer time as may be required to cure such failure.
- 7.1.1.4 Such cure or grace period shall be extended upon a showing that the Principal Developer has commenced and, in good faith, has diligently pursued such cure during the cure or grace period.

## **SECTION 7.2 CITY OF HOUSTON DEFAULT**

- 7.2.1 A default by the City occurs when the City fails to perform any covenant or condition of this Agreement on the part of the City, following the expiration of any applicable notice, grace, and cure periods.
- 7.2.2 In the event no cure periods are expressly set forth herein, the Principal Developer shall, within thirty (30) days of the discovery of such failure, deliver a written notice to the City, pursuant to Article 9, which shall provide a sixty-day (60-day) cure period or such longer time as may be required to cure such failure.
- 7.2.3 Such cure or grace period shall be extended upon a showing that provided the City has commenced and, in good faith, has diligently pursued such cure during the cure or grace period.

## ARTICLE 8. REMEDIES

### SECTION 8.1 ENFORCEABILITY

8.1.1 The Parties understand and agree this Agreement is lawful, enforceable and binding on all Parties and each of their permitted respective successors and assigns, and agree to waive any potential challenges to the enforceability of this Agreement, and agree not to affirmatively or by way of defense seek to invalidate or otherwise avoid the application of the terms of this Agreement in any judicial action, or other proceeding such as arbitration or mediation.

### SECTION 8.2 SPECIFIC PERFORMANCE

8.2.1. The terms and provisions of this Agreement are unique matters particular to such duties as applicable to the local community affected, and as such cannot be replaced by substitute performance.

8.2.2. It is essential to the preservation and betterment of the local community that the Principal Developer and the City perform and discharge their respective obligations hereunder and failure to do so would constitute irreparable harm not adequately compensable by money damages or other remedies at law.

8.2.3. The Parties agree that the Parties shall be entitled to specific performance or other equitable relief for any breach of the agreements set forth in this Agreement, and the Parties consent to the entry of temporary or permanent injunctive relief to enjoin any actual or threatened breach of such covenants.

### SECTION 8.3 RIGHT TO CURE

8.3.1 The Principal Developer shall have the time allotted in the notice to cure the potential Event of Default and if the same has not been cured or waived by the City within the specified timeframe, then a "CBA Event of Default" shall be deemed to have taken place and the City shall send a notice of CBA Event of Default to the Principal Developer. **SECTION 8.4. MEDIATION**

8.4.1 To the extent there is any disagreement regarding the performance of obligations of the Parties under this Agreement, including circumstances when a notice of an Event of Default has been given, the applicable aggrieved Party shall first attempt to resolve such disagreement by meeting and negotiating in good faith with the other Party. If the Parties are unable to resolve any such disagreement by meeting, either Party to the dispute may request mediation of the dispute, and if the other Party agrees, such mediation shall be scheduled within thirty (30) calendar days of the mediation request unless otherwise agreed



901 Bagby St.  
Houston, Texas 77002  
Attention: Chief Development Officer

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Principal Developer: Cindy E Melton  
Associate Treasurer, Rice  
Management Company on behalf of  
Rice University  
6100 Main Street, MS 91  
Houston, Texas 77005  
EMAIL: cindy.melton@rice.edu

With a copy to:  
  
Joe B. Davidson  
General Counsel  
Rice Management Company  
6100 Main Street, MS 91  
Houston, Texas 77005  
EMAIL: joe.davidson@rice.edu

Franklin D. R. Jones, Jr.  
Greenberg Traurig, LLP  
1700 Louisiana Street, Suite 1700  
Houston, Texas 77002  
EMAIL: jonesf@gtlaw.com

Mayor of Houston

Council Member for District C

Council member for District D

9.1.2 Each Party shall have the right to change the place or person or persons to which notices, requests, demands, and communications hereunder shall be sent or delivered by delivering a notice to the other Parties.

**ARTICLE 10. GENERAL PROVISIONS**

**SECTION 10.1 AMENDMENTS AND WAIVERS.**

- 10.1.1 Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by all Parties.
- 10.1.2 No course of dealing on the part of the Parties nor any failure or delay by the Parties with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Agreement.

**SECTION 10.2 RIGHTS CUMULATIVE.**

- 10.2.1 The rights and remedies conferred upon any Party hereby are in addition to any rights or remedies to which any Party may be entitled at law or in equity.

**SECTION 10.3 SEVERABILITY.**

- 10.3.1 In the event that any of the terms, provisions or conditions contained in this Agreement is held invalid or unenforceable in any respect, such unenforceability will not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided each party shall have substantially received the benefit of the Agreement accruing to it.

**SECTION 10.4 SUCCESSORS AND ASSIGNS;**

- 10.4.1 No Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, such consent shall not be unreasonably conditioned, delayed or withheld.
- 10.4.2 This Agreement shall bind and inure to the benefit of the permitted assigns and successor in interest of each Party; as applicable, each Party will notify its assign and successors in interest of the existence of this Agreement.
- 10.4.3 Any reference in this Agreement to a Party shall be deemed to include any assigns and successors-in-interest of that Party, with respect to the rights and/or responsibilities relevant to this Agreement, to the extent permitted by law.
- 10.4.4 Nothing in this Agreement shall be construed to give any Person (other than the Parties and their respective permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions hereof.
- 10.4.5 No Person shall be a third-party beneficiary of this Agreement or have the right to enforce this Agreement or any provision hereof.

**SECTION 10.5 TITLES OF ARTICLES, SECTIONS AND SUBSECTIONS.**

10.5.1 All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto.

10.5.2 Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated.

**SECTION 10.6 APPLICABLE LAW.**

10.6.1 This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, without regard to any conflicts of law's provisions, and venue shall lie solely in Houston, Texas.

**SECTION 10.7 ENTIRE AGREEMENT.**

10.7.1 This Agreement represents the full agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

**SECTION 10.8 COUNTERPARTS.**

10.8.1 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**SECTION 10.9 NO PARTNERSHIP, JOINT VENTURE OR AGENCY.**

10.9.1 Nothing contained herein or done pursuant hereto shall be deemed to create, as among the Parties, any partnership, joint venture or agency relationship.

**SECTION 10.10 TERM AND TERMINATION.**

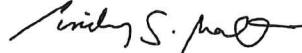
10.10.1 This Agreement is effective as of the Effective Date and will expire on the earlier of: (i) December 31, 2031; or (ii) the date of completion of The Ion District development, unless terminated earlier by mutual consent of the Parties, it being understood that if the Economic Development Agreement, pursuant to its terms, is terminated by the parties

thereto, then this Agreement shall automatically terminate as of the date of such termination (such term of this Agreement referred to herein as the "Term").

[Signature Page Follows]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the City and Principal Developer effective as of the date first above written.

Rice University,  
acting by and through  
Rice Management Company:

By:   
Name: Cindy E. Melton  
Title Associate Treasurer

**ATTEST/SEAL:**

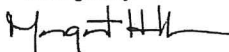
**CITY OF HOUSTON, TEXAS**

**SIGNED BY:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Mayor

**APPROVED:**

DocuSigned by:  
  
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Director, Planning and Development Department

**APPROVED AS TO FORM:**



Senior Assistant City Attorney

L.D. File No. 0612100209001

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**EXHIBIT A**  
**THE ION DISTRICT**  
**[See Attached]**

## EXHIBIT B

### PRINCIPAL DEVELOPER COMMUNITY INVESTMENTS

#### Direct Community Investments

**Commitment Category: Economic Development Opportunities, Tech Talent Development, Investment Funds, fund managers, and accelerator founders.**

#### A. Tech Sector Job Training and Talent Placement Program

1. **Description:** Investment in specifically themed job training programs serving identified high-growth sector and technology-enabled industries, which may include but is not limited to hardware design, product design, and software development in Consumer Product Goods, Healthcare, Climate Tech/ Energy Tech, PropTech and FinTech sectors.
2. **Commitment:** Principal Developer commits to providing Minimum \$1,000,000 and to seek an additional \$1,000,000 in grants or in-kind donations over 3 years to fund free or low-cost upskilling and training programs within high-growth technology sector and technology-enabled industries. The programs should be operated by a diverse-managed organization with a proven track record for training and placing underrepresented populations in high growth technology-enabled jobs. A request for proposal to select program provider(s) will be published within 180 days of signing the Agreement.

#### B. Minority and Women Entrepreneurship Tech Accelerators

1. **Description:** National recruitment and Investment in a minimum of (2) new accelerator organizations that are managed by and focused on minority founders, particularly supporting the growth and development of entrepreneurs from minority populations
2. **Commitment:** Principal Developer commits to providing, or causing to be provided, at least \$1,250,000 in grants, administrative services, or in-kind donations over (3) years to support program and administrative operations to “tech-enabled” business accelerators, preferably underrepresented founders, focused on supporting the growth of local underrepresented technology-focused start-ups and founders.

#### C. Minority and Women Tech Investment Fund

1. **Description:** A venture fund focused on Houston minority founders.
2. **Commitment:** Principal Developer commits to making a commitment up to \$5,000,000 of which the Principal commits to a minimum of \$3,000,000 within 2 years, and the remaining

\$2,000,000 within the following 2 years, as an investment in a venture fund with the primary purpose of providing venture capital for underrepresented founders and startups in the Houston area; and administered by an established fund management entity based in the Houston area identified by Principal Developer and the City of Houston. Principal Developer also commits to providing seed capital and designated office space for the fund manager within The Ion.

**Commitment Category: Supporting Housing Affordability in The Ion District, Surrounding Communities and /or designated Complete Communities**

**D. Affordable Housing Fund.**

1. **Description:** Funding of/or establishing of a third party-managed, affordable housing fund that enables MWBE developer firms and community development corporations to build new or preserve existing affordable housing. The funds identified in this section are an additional financial commitment by the Principal Developer to support the development of affordable housing. One-third (1/3) of all incremental tax revenue generated by the Ion District development will be dedicated for affordable housing as required by State law.
2. **Commitment:** Principal Developer commits to investing a total of \$4,500,000 in project equity, pre-development capital, and/or low-cost financing to an affordable housing fund that provides project development capital to community development corporations, local small private developer firms and other parties and/or to affordable housing project(s) being developed by community development corporations, small private MWBE developer firms and other parties for the preservation or creation of affordable housing primarily within the boundaries of Third Ward, as defined in the Third Ward Complete Communities Action Plan, The Ion District, and/or other designated Complete Communities.
  - a. Principal Developer shall deposit in a restricted account in a local community bank(s) Minimum \$2,500,000 no later than 180 days following signing of the Agreement, Minimum \$1,000,000 no later than 90 days after the final completion of the first 1,000,000 SF of occupiable vertical development within The Ion District (excluding parking) after The Ion's completion, and Minimum \$1,000,000 no later than 90 days upon the commencement of construction of the second 1,000,000 SF of occupiable vertical development within The Ion District (excluding parking) after The Ion's completion.

b. Principal Developer further commits to work with an established fund administrator for the management and distribution of these funds.

**E. Housing Counseling & Eviction Protection Grant.**

1. **Description:** Grants to local organizations with focus on increasing the availability of housing counseling services for vulnerable households and minority home ownership in the Third Ward and/or designated Complete Communities.
2. **Commitment:** Principal Developer commits to providing a total of \$250,000 over 3 years to a minimum of (3) organizations in grants to organizations working on providing support services for at-risk renters and homeowners within the Third Ward and/or other designated Complete Communities. The first year of fund distribution will commence no later than 180 days after signing of the Agreement.

**F. Supportive Housing Grant.**

1. **Description:** Principal Developer would provide a grant to aid development(s) of permanent, supportive housing that serves homeless populations Midtown Area and or adjacent neighborhoods.
2. **Commitment:** Principal Developer commits to providing \$750,000 in grants to organizations developing supportive housing within the Midtown Area and or adjacent neighborhoods to serve hard-to-house or unhoused populations earning less than 50% of AMI. The funds will be deposited in a local community bank(s) for this purpose no later than 180 days after the signing of the Agreement with a target of selecting a partner within one-year of signing the Agreement.

**G. Homelessness Services.**

1. **Description:** Funding for organizations providing services for the homeless including outreach, case management and or shelter.
2. **Commitment:** Principal Developer commits to providing at least \$500,000 over 5 years in contracts and grants to organizations with a minimum of \$100,000 in the first year providing services to homeless populations within the Midtown Area. The funds shall be deposited in a local community bank(s) within 180 days of signing the Agreement with a goal of identifying partner organization(s) within one year of the signing of the Agreement.

**Commitment Category: Community Capacity Building Investment**

**H. Early Capacity Building Grants.**

1. **Description:** Investments in organizations that serve the designated Complete Communities and neighborhoods around The Ion and The Ion District to multiply the impacts of the previously enumerated commitments by further equipping local communities to act on their own behalf. These commitments will include a combination of grants and program offerings responding directly to community needs. Categories of commitments will include such programmatic needs as food access, community development and civic engagement, and historic and cultural preservation.
2. **Commitment:**
  - a. Principal Developer commits to providing grants in aggregate totaling \$1,000,000 commencing 90 days after the agreement is executed to the Mayor's Complete Communities Fund and/or via contributions to organizations within the Complete Community boundaries focused on addressing key areas of expressed need identified within the Third Ward Complete Communities Action Plan
  - b. Principal Developer commits that the funds will be deposited with a local community bank(s) no later than 90 days after the signing of the Agreement and be made available to the selected grant-making organization(s) within 90 days of the Principal Developer's selection of such organization(s).
  - c. Principal Developer will require that grant-making decisions take into consideration the policy and program objectives of the Community Advisory Council occupied by an implementation strategy for funds disbursement

**Project-Based Opportunities**

**Commitment Category: Minority and Women Owned Business Enterprise (MWBE) Contracting**

**I. Minority and Women Owned Business Enterprise (MWBE) Contracting. (Horizontal Development)**

1. **Description:** This commitment will include targets for contracting and/or subcontracting of MWBE firms in the construction of the Public Infrastructure and Improvements.

2. **Commitment:** Principal Developer shall lead efforts to contract with Minority and Women-owned Business Enterprises (“MWBE”) for the construction of the Public Infrastructure and Improvements. The Principal Developer will either 1) lead development of all horizontal improvements and implement programmatic steps to achieve goals for contracting with MWBE firms in accordance with the City’s MWBE program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances and the requirements for good faith efforts on file with the City’s Office of Business Opportunity; or 2) cause a Third-Party Developer to initiate programmatic steps designed to achieve the target goals for contracting with MWBE firms in the construction of all public infrastructure. The MWBE participation goal for the Public Infrastructure and Improvements shall align with City of Houston Code of Ordinances, Chapter 15 goals.

**J. Minority and Women Owned Business Enterprise (MWBE) Contracting Vertical Development:**

1. **Description:** This commitment will include targets for prime and/or joint MWBE participation and strategies to achieve those targets.
2. **Commitment:** The Principal Developer commits to proactively engage and cause selected third-party developer(s) and implement programmatic steps to achieve MWBE goals for design and construction of vertical improvements. The Principal Developer shall in consultation with the City of Houston set a target goal for MWBE participation for the design and construction of each phase of the vertical improvements.
  - a. Target Goal for MWBE participation shall be based on the available work on the projects and the availability of MWBEs for that work in accordance with City of Houston MWBE policies outlined in Code of Ordinances Chapter 15.
  - b. In order to aid the selected third-party developer in reaching those targets, the Principal Developer shall cause such third-party developer to utilize programs as noted in the Principal Developer’s commitments below and other relevant programs designed to achieve the goals for contracting with MWBE businesses. Further, Principal Developer commits to understanding the capacity gaps identified and initiating programmatic steps, such as subdividing contracts and/or providing management and technical assistance to MWBE

firms, to increase their participation and their ultimate success as part of the development of The Ion District.

**K. MWBE Advisor & Technical Assistance**

1. **Description:** This commitment will include engaging an MWBE firm as an Advisor to provide guidance for achieving MWBE participation targets, and strategies to scale capacity, and improve accessibility to contracting, investment, and vendor opportunities.
2. **Commitment:** The Principal Developer commits to engaging a minority-owned firm as an advisor to recommend innovate, strategic pathways to achieve MWBE objectives in the development, design, construction, management, and investment in The Ion District. The Advisor will solicit support and guidance from the Mayor's Office and the City of Houston Office of Business Opportunities.
3. **Commitment:** Technical Assistance and support initiatives for local hiring, contracting and subcontracting: The Principal Developer commits to utilizing, developing (or causing to have developed) programs and initiatives to address areas of limited capacity for MWBE in obtaining contracting opportunities design construction, building operations and property maintenance by supporting, facilitating introductions to developers and prime contractors and/or connecting MWBE firms and individuals to the following resources: a City of Houston MWBE bonding education and support program as stated in Exhibit C, Section A, partially funded by the Principal Developer, available workforce upskilling programs, financial resources and tools, and/or available mentor-protégé joint venture opportunities with developers and contractors.

**L. MWBE Outreach**

1. **Description:** This commitment will include marketing and outreach efforts to increase MWBE firm's awareness of contracting and subcontracting opportunities.
2. **Commitment:** Principal Developer commits to employing outreach strategies to market contracting and subcontracting opportunities for investment, design, construction, operations, and maintenance within The Ion District, including hosting or causing to have hosted outreach events, providing information on contracting opportunities on a project website that is publicly accessible, and engaging with trade associations, community

groups, and other relevant organizations to expand outreach to minority-owned firms and residents.

**M. MWBE Contract Monitoring**

1. **Description:** This commitment will include strategies to monitor the MWBE contracting and participation.
2. **Commitment:** The Principal Developer commits to cause to have established ongoing monitoring and reporting and communication(s) protocols beyond the initial MWBE contracting levels. Principal Developer also commits to implement systems to monitor and, where necessary, assist in prompt payments to MWBE firms and track contracting for actual work performed beyond the initial award.

**N. Inclusive Hiring**

1. **Description:** This commitment will include strategies to promote inclusive hiring.
2. **Commitment:** The Principal Developer commits to utilizing, developing, or causing to have developed workforce programs and or initiatives to promote the inclusive hiring of underrepresented populations, in construction, building operations and property maintenance during The Ion District's development and future operation.

**Commitment Category: Investment Opportunities**

**O.. MWBE Real Estate Investment Opportunities.**

1. **Description:** Where possible, provide opportunities for minority investors in the financing of The Ion District
2. **Commitment:** Principal Developer pledges to proactively provide opportunities for minority residents, and/or investment firms, and MWBE-focused entities to invest in the vertical development of The Ion District in vertical developments where Principal Developer also invests capital. Further, Principal Developer commits to proactively request set aside percentage of the equity offering from third-party developer(s) for underrepresented investors. Principal Developer also commits to select a firm to source potential investors and to

advise Principal Developer on the engagement of investors and establishment of investment protocols

**Commitment Category: Leasing Opportunities**

**P. Small Business Leased Space Opportunities.**

- 1.. **Description:** The allocation of Principal Developer-controlled spaces that prioritize local minority businesses for tenancy.
2. **Commitment:** Principal Developer commits to lease or causing to have leased at least three ground-floor retail spaces within The Ion District . to minority-owned Houston-based retail or restaurant businesses for an aggregated minimum of 30 years .

**Commitment Category: Community Access.**

**Q. Innovation-Focused Programming for Minority Residents, Businesses and Entrepreneurs.**

1. **Description:** Investment in on-site, monthly scheduled programming co-hosted by The Ion team, its' affiliates and/or underrepresented individuals and or organizations with professional experience developing and supporting high growth tech and innovation sectors. The programming should be made available to underrepresented residents, entrepreneurs, and small businesses in tech. The objective of these events is to increase community access to new career opportunities and technology.
2. **Commitment:** Principal Developer commits to hosting and/or funding the administration of community-focused events or programming within The Ion to increase community access to The Ion and The Ion District and awareness of technology-focused initiatives for technical upskilling workforce development, talent placement and services supporting the growth of underrepresented-founders, tech-enabled companies and disadvantaged businesses.

**R. Meeting Space For Public Use.**

1. **Description:** Designation of certain spaces for community members or organizations for reservation and use, such as classrooms (when not reserved by program partners).
- 2.. **Commitment:** Principal Developer commits to providing (free of charge) meeting space to community organizations addressing the goals outlined in the Third Ward Complete Communities Action Plan and/or other designated Complete Communities. Specifically,

Principal Developer will provide a meeting room of at least 400 square feet at least once a month for 5 years within The Ion. Principal Developer commits to making space available within 180 days of the execution of this Agreement

**Commitment Category: Sustainable Design and Construction**

**S. Sustainability Certification.**

1. **Description:** Commitment to adhere to best practices for sustainable design and construction. This can take the form of meeting City guidelines or abiding by national standards like LEED. Human occupancy metrics like WELL could also be considered.
2. **Commitment:** Principal Developer commits to or to cause to have all primarily commercial vertical development of at least 150,000 SF of enclosed space (excluding parking) to apply for and receive LEED Certification.

## EXHIBIT C

### CITY OF HOUSTON COMMITMENTS

#### New Program Development

##### Commitment Category: Capacity Building for MWBEs

###### A. MWBE Bonding Education and Support

1. **Description:** The primary intent of this program is to increase the readiness of MWBE contractors to take on construction projects, of various sizes, in both the public and private sectors. This program will focus on business financial readiness, bonding education and the provision of one-on-one technical assistance.
2. **Commitment:** The City will create a Bonding Education and Support Program within 180 days of the execution of this Agreement, to enhance the awareness of MWBE contractors about bonding requirements, provide and/or connect them to resources to obtain and/or increase their bonding capacity. The City will provide oversight of program and of a dedicated bonding expert. The Principal Developer shall contribute a total of \$50,000 over three years to partially fund the program and a dedicated bonding expert in accordance with Exhibit B-1, Section K-3. of this Agreement.

##### Commitment Category: Project Opportunities

###### B. MWBE Outreach

1. **Description:** Raise awareness of contracting opportunities for MWBEs.
2. **Commitment:** The City will commit to assisting Principal Developer with performing outreach to MWBEs within 180 days of the execution of this Agreement by utilizing the City's various outlets including, but not limited to the following
  - a. Performing targeted outreach campaigns to the City's pool of certified MWBEs
  - b. Including contracting opportunities in the Office of Business Opportunity's regular eblasts
  - c. Co-hosting networking events and project informational sessions with the Principal Developer.

#### Program and Initiative Expansion

##### Commitment Category: Housing Affordability in Surrounding Communities

**C. Homestead Protections and Exemption Support**

1. **Description:** Outreach and promotion of the City’s existing property tax homestead exemption and over-65 exemption to receive immediate reduction of the City of Houston’s property taxes, especially for the elderly population who are living in communities experiencing high economic growth..*(Background)* According to an internally generated report of Harris County Appraisal District property records, there are approximately 126,700 properties that are “flagged” as having an over-65 exemption which suggests that approximately 35% of the 363,093 (2019 ACS) owner occupied homes (not including renter occupied) have the over 65 exemption.
2. **Commitment:** In collaboration, the Office of Economic Development, Planning and Development and Department of Neighborhoods will research and assess the percentage of active homestead exemptions in targeted neighborhoods and if warranted, develop an outreach plan, within 180 days of the execution of this Agreement, that will:
  - a. Educate and inform property owners of the benefit of the over-65 and homestead exemptions
  - b. Reduce the property tax burden for eligible property owners
  - c. Provide assistance with completing and submitting the required applications to property owners as needed

**Commitment Category: Home Ownership and Wealth Management**

**D. A Month of Service**

1. **Description:** City of Houston Department of Neighborhoods (DON) has partnered with TSU Earl Carl Institute, Neighborhood Recovery Community Development Corporation (NR CDC), Houston Volunteer Lawyers, HCAD, Harris County Tax Department, Lone Star Legal Aid and Houston Complete Communities to bring “A Month of Service” (AMOS) Program to the Houston Communities. AMOS is always free to attend. The program provides an immense amount of information pertaining to estate planning, including *Will-a-Thons, Senior Security Asset Protection, How to create your own Estate Plan, Property Tax Exemptions, Clearing Title*. Currently AMOS is virtual, making it widely available. In person workshops anticipated to return later in 2021.

2. **Commitment:** The City will host, within 180 days of the execution of this Agreement, any of these relevant workshops targeted to addressing the needs of the surrounding communities.

**Commitment Category: Economic Opportunities, Workforce Training and Development**

**E. Turnaround Houston**

1. **Description:** Turnaround Houston, a community-based initiative, combines the elements of a job fair and a resource center. The goals and objectives of the initiative are to help improve the lives of citizens by addressing the job training, education, and employment needs of persons who are hard to employ, including the unemployed, underemployed, and those who have been previously incarcerated. Turnaround Houston Readiness and Job Fairs connects these individuals to hiring employers, as well as to agencies and organizations that provide vital services and resources such as health, mental health, legal, social services, counseling and intervention, job readiness tools and education.
2. **Commitment:** The City will host, within 180 days of the execution of this Agreement, Turnaround Houston Readiness and Job Fair(s) targeted to addressing the needs of the surrounding communities.

**Commitment Category: Community Access and Connection to Funding**

**F. Complete Communities Improvement Fund Repository**

1. **Description:** The CCIF supports the Complete Communities Initiative by serving as a repository of privately donated funds to help create a long-term impact in the designated Complete Communities neighborhoods. The fund is administered by the 501(c)(3) nonprofit Greater Houston Community Foundation (GHCF). Contributions are tax-deductible gifts to the Greater Houston Community Foundation are held and administered exclusively to carry out the Fund's stated charitable purposes. *(Background)* Investments in organizations that serve the neighborhoods adjacent to The Ion District will further help equipping local communities to act on their own behalf. These commitments can include a combination of grants and program offerings responding directly to community needs. Categories of commitments, recipient, and distribution metrics will be dictated by Principal Developer
2. **Commitment:** Within 180 days of the execution of this Agreement, if designated, the Complete Communities Improvement Fund may

serve as a grant-making organization for the purposes of administering and disbursing community Early Capacity Building Funds provided by Principal Developer in accordance with the terms of this Agreement, and may administer and make grants to any individual, business, or organization in accordance with the terms of this Agreement, objectives of the Community Advisory Council and whom the CCIF Advisory Board identifies as aligned with the Complete Communities Action Plans.

## EXHIBIT D

### COMMUNITY INVESTMENT REPORT INFORMATION

The following is an outline of the information to be provided by the Principal Developer in the Community Investment Report described in section 5.1 of this Agreement. Such report shall include, but not necessarily be limited to:

- A. **A summary of the development improvements made in The Ion District in the previous year.**
- B. **With respect to Economic Opportunities, Workforce Training and Development, and Access to Innovation:**
  1. Innovation-Focused Programming for Residents, Businesses and Entrepreneurs.
    - a. *Community Investment Report Metrics:* The reported number of events per month and year, summary of attendance to events and programming by residents and businesses and demographics of attendees.
    - b. Inclusive Tech Entrepreneurship Accelerator Program.
      - i. *Community Investment Report Metrics:* The reported number of minority and women-owned businesses receiving technical assistance and where available the number of minority and women-owned startups created, incubated, or expanded.
    - c. Tech Sector Job Training and Upskilling Program (Grant).
      - i. *Community Investment Report Metrics:* The reported number of students trained per year, number of job and apprenticeship placements and where available the average wage of placed individuals broken out by race, gender and other demographic indicators.
    - d. Inclusive Tech Entrepreneurship Investment Fund –(Investment).
      - i. *Community Investment Report Metrics:* The dollar value of the capital contributed by Principal Developer into the fund, and where available the number of minority and women-owned startups receiving investment from the fund (as reported by the fund manager to Principal Developer).
    - e. Small Business Leased Space Opportunities.
      - i. *Community Investment Report Metrics:* The location and name of tenants that satisfy this requirement. Annual reporting of the status of tenancy of spaces within The Ion, District Garage, and other Principal Developer-controlled spaces in terms of local ownership and demographics of tenant ownership.

**C. With respect to Supporting and Ensuring Housing Affordability in Surrounding Communities:**

a. Affordable Housing Fund.

i. *Community Investment Report Metrics:* The dollar value of the capital contributed by Principal Developer into the fund, and where available, the number of housing units produced (created and preserved), the income range served, affordability period and types of organizations receiving loans as a result of the fund.

b. Housing Counseling & Eviction Protection Grant.

i. *Community Investment Report Metrics:* The dollar value of the grant contributed by Principal Developer, recipients of the grant, and summary of the grantee selection process. Where available, the number of households that receive counseling services as a result of the grant.

c. Supportive Housing Grant.

i. *Community Investment Report Metrics:* The dollar value of the grant contributed by Principal Developer, recipients of the grant, and summary of grantee selection process. Where available, the number of housing units produced (created and preserved) and income range served as a result of the grant.

d. Homelessness Services.

i. *Community Investment Report Metrics:* The dollar value of the capital contributed by Principal Developer and selected recipient. Where available, the number of people connected with housing, the number of outreach contacts and the number of referrals as a result of the funding.

**D. Participation of Minority and Women Owned Business Enterprises:**

1. Minority and Women Owned Business Enterprise Contracting.

a. *Community Investment Report Metrics:* Confirmation of participation goals, number of MWBE firms utilizing technical assistance, number of proposals submitted by MWBE firms, number of contracts awarded to MWBE firms, and the amount of dollars spent on MWBE firms.

2. MWBE Investment Opportunities.

a. *Community Investment Report Metrics:* Summary of the engagement of the selected MWBE firm.

**E. Additional Commitments Demonstrating University's Leadership:**

1. Early Capacity Building Investments.







a. *Community Investment Report Metrics:* The number and name of organizations receiving funds, the amount of funding disbursed to each and the described purpose of each grant.

2. Community Access.
  - a. *Community Investment Report Metrics*: Log of room usage.
3. Sustainability.
  - a. *Community Investment Report Metrics*: LEED certification or other program reporting from Principal Developer and third-party developers.

Exhibit A

# City of Houston

## ION District

-  ION District
-  Council District
-  Boundary
- TIRZ NAME**
-  MIDTOWN
-  MONTROSE
-  O.S.T./ALMEDA

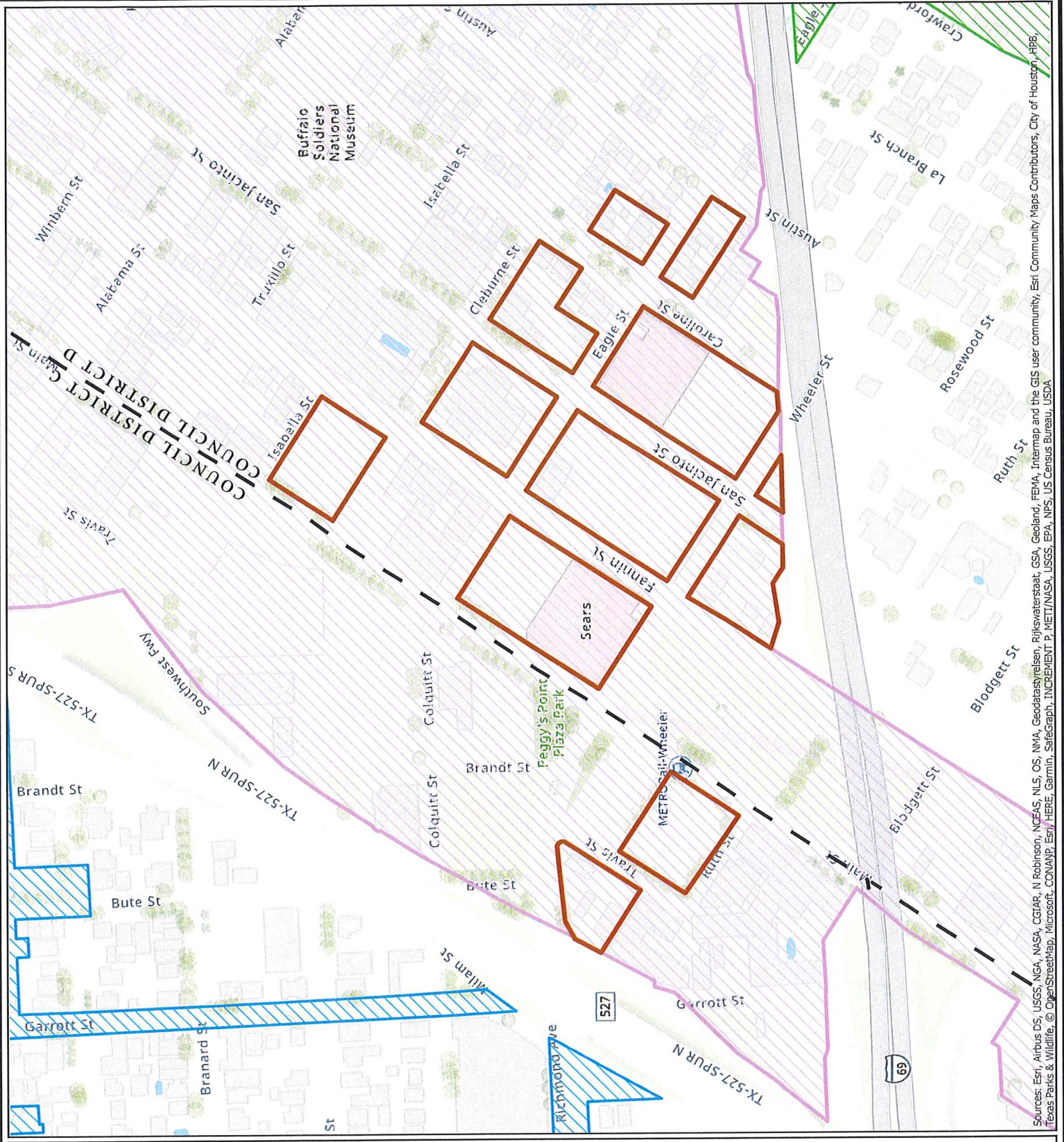
Source: COHGIS  
 Date: Oct 2021  
 Reference: P125060



This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING &  
 DEVELOPMENT  
 DEPARTMENT**



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasyreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, City of Houston, HPB, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONAMP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA