

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

(✓) ~~Other - Grant Funds Available~~ Funds Contingent upon issuance of Bond Counsel

*R. B. Brown*  
City Controller of the City of Houston, Texas

Date: 9-21, 2020

*MA*

*SCC*

FUND REF: 100091000      AMOUNT: 0      ENCUMB. NO.: RF910067-21

City of Houston, Texas Ordinance No. 2020-801

*Q*

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF HOUSTON AND HOLLAND & KNIGHT, LLP FOR BOND COUNSEL SERVICES FOR VARIOUS DEPARTMENTS; APPROVING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS, THAT:

**Section 1.** The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary, or, in the absence of the City Secretary, any Assistant City Secretary, is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 2.** The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements, or other undertaking described in the title of this ordinance, in the event of changed circumstances.

**Section 3.** The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

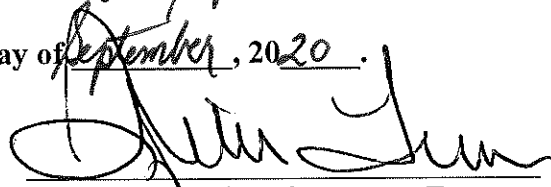
**Section 4.** The total allocation for the contract, agreements, or other undertakings approved and authorized in the attached contract shall never exceed **\$160,000.00**, unless and until this sum is increased by ordinance of City Council.

**Section 5.** The City of Houston hereby finds and declares: (i) there is a substantial need for the legal services to be provided by Holland & Knight, LLP; (ii) the legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and (iii) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained.

**Section 6.** There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

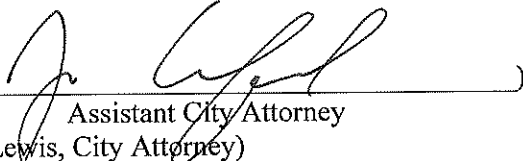
PASSED AND ADOPTED this 23rd day of September, 2020.

APPROVED this 23rd day of September, 2020.

  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is \_\_\_\_\_.

\_\_\_\_\_  
City Secretary

(Prepared by Legal Dept.   
(JRC/naj 9-14-2020) Assistant City Attorney  
(Requested by Ronald C. Lewis, City Attorney)  
(L.D. No. 0342000139001)

| AYE     | NO      |                        |
|---------|---------|------------------------|
| ✓       |         | <b>MAYOR TURNER</b>    |
| ....    | ....    | <b>COUNCIL MEMBERS</b> |
| ✓       |         | PECK                   |
| ✓       |         | DAVIS                  |
| ✓       |         | KAMIN                  |
| ✓       |         | EVANS-SHABAZZ          |
| ✓       |         | MARTIN                 |
| ✓       |         | THOMAS                 |
| ✓       |         | TRAVIS                 |
| ✓       |         | CISNEROS               |
| ✓       |         | GALLEGOS               |
| ✓       |         | POLLARD                |
| ✓       |         | MARTHA CASTEX-TATUM    |
| ✓       |         | KNOX                   |
| ✓       |         | ROBINSON               |
| ✓       |         | KUBOSH                 |
| ✓       |         | PLUMMER                |
| ✓       |         | ALCORN                 |
| CAPTION | ADOPTED |                        |

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: **SEP 29 2020**

Rev. 5/18

# Holland & Knight

1100 Louisiana Street, Suite 4300 | Houston TX 77002 | T 713-821-7000 | F 713-821-7001  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Derrick M. Mitchell  
713-244-8159  
[Derrick.mitchell@hklaw.com](mailto:Derrick.mitchell@hklaw.com)

September 23, 2020

Mr. Ronald Lewis  
City Attorney  
City of Houston, Texas  
900 Bagby, 3<sup>rd</sup> Floor  
Houston, Texas 77002

Re: Bond Counsel Services in connection with a credit facility substitution relating to the City of Houston, Texas, General Obligation Commercial Paper Notes, Series H-2 (the "Transaction") and related matters

Dear Mr. Lewis:

We are pleased to submit to you this engagement letter (this "Engagement Letter") to serve as Bond Counsel ("Counsel" or "Holland & Knight") with respect to the captioned Transaction. When approved by you (the "City Attorney"), this letter, including Exhibits A through D attached hereto, (this "Engagement Letter") will become effective and will evidence an agreement between the City of Houston (the "City") and Counsel, as further described herein, subject to all applicable provisions of the Charter and Code of Ordinances of the City.

## BOND COUNSEL SERVICES

Our services as Counsel include all of the following services, which include prior structuring and legal services necessary and related to the Transaction (collectively, "Bond Counsel Services"):

- (1) Preparing all necessary legal documents, agreements, consents, receipts and notices to be acted upon and executed in connection with the Transaction, including preparing, structuring, an ordinance, all certificates and documents and other related matters for the City;
- (2) Providing assistance in structuring the Transaction to achieve the goals and objectives of the City;
- (3) Reviewing those sections of the offering documents that pertain to the description and security of the Series H-2 notes and the City documents related to the Transaction related to tax exemption and our opinion;
- (4) Assisting in any required meetings with appropriate officials of the City, rating agencies, credit enhancers, insurers, the City's financial advisor(s), and other counsel;
- (5) Issuing our approving opinion as Bond Counsel as to matters of state law authorization and federal tax exemption; conducting due diligence in respect to the projects financed or

refinanced by the Series H-2 notes; preparing notice of TEFRA hearing and conducting same, if necessary;

- (6) Obtaining, to the extent required, the approving opinion of the Attorney General of the State of Texas, including preparation of various correspondence and memoranda relating to such approval;
- (7) Providing assistance as requested by you or your assistants as to state law, federal tax law, disclosure, or related transactional services; and
- (8) Preparing a transcript of legal proceedings.

### COUNSEL FEES

Subject to the Section, Limitation of City's Duties, (a) Counsel will be paid a fee calculated on an hourly rate basis pursuant to the schedule of rates attached hereto as Exhibit A; (b) the aggregate maximum fees paid to Counsel for the services set forth above shall not exceed \$160,000; (c) payment of our fees shall be made after closing of the credit facility substitution, within 30 days after receipt by the City of an approved invoice therefor.

### EXPENSES

Subject to (a) City Council approval of the Transaction and (b) the Section "Limitation of City's Duties" below, in addition to Counsel Fees, Counsel will be reimbursed for their reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, deliveries, filing fees, and all items paid for by Counsel on behalf of the City, incurred in connection with the performance of all services hereunder ("Other Expenses"). A \$1,000 charge will be included in Other Expenses for transcript preparation for the Transaction. All Other Expenses will be reasonable and subject to approval of the City Attorney, provided, however, that aggregate maximum reimbursable Other Expenses, including the costs of transcript preparation, shall not exceed \$5,000.

### INVOICES

Each invoice must include an itemization of the hours worked by each attorney and legal assistant, the rate for each individual and a description of the work performed by the individual.

Counsel shall provide sufficient detail in its invoices to enable the City Attorney to determine the extent of work done and the expenses incurred, if any, including providing any supporting documentation that the City Attorney may reasonably request. Counsel shall retain all records of work done and expenses incurred, if any, for a period of four years after such work is completed and provide reasonable access to the City of such books and records as will enable City to perform an audit of the foregoing items.

### LIMITATION OF CITY'S DUTIES

The City's duty to pay Counsel is contingent on City Council approving an ordinance authorizing the Transaction and approving Counsel payment. Nothing herein shall be construed as creating personal liability on the part of any officer of the City. **THE CITY SHALL NOT HAVE**

ANY OBLIGATION TO PAY AND SHALL NOT PAY FOR SERVICES RENDERED OR EXPENSES INCURRED UNTIL THE TRANSACTION HAS CLOSED.

TERM AND TERMINATION

This Engagement Letter is effective on the date signed by the City Attorney ("Effective Date) and remains in effect until all services hereunder have been provided. This Engagement Letter may be terminated by the City by giving 30 days' written notice to Counsel.

MINORITY AND WOMEN BUSINESS ENTERPRISES

Counsel shall comply with the City's Minority and Women Business Enterprise ("*MWBE*") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Counsel shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Engagement Letter to MWBEs. To the extent Counsel enters into an arrangement with a law firm that is a qualified Minority and Women Business Enterprise certified by the City, such law firm shall serve as Co-Counsel with Counsel. Counsel will allocate between itself and such Co-Counsel the performance of legal services under this Engagement Letter. Counsel will include such Co-Counsel's portion of the fee in its invoice to the City for fees for the performance of Bond Counsel Services under this Engagement Letter. In providing services to the City, Counsel and Co-Counsel will act independently. Each of Counsel and Co-Counsel will separately represent the City, and will not be a partnership. Co-Counsel will not act as an employee or contractor of Counsel, will not act under the direction of Counsel, and will be separately responsible to the City for its services as Co-Counsel. Counsel will not be responsible for Co-Counsel's performance or services. Counsel acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO") and will comply with them.

Counsel shall submit to the City Attorney at the beginning of each calendar year a schedule showing the ethnic and gender make-up of partners and associates of our firm.

RELEASE

**COUNSEL AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS SECTION THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS ENGAGEMENT LETTER, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. COUNSEL HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS ENGAGEMENT LETTER.**

## INSURANCE

Counsel shall maintain in effect certain insurance coverage and shall furnish evidence of insurance satisfactory to the City Attorney, in duplicate form, before beginning its performance under this Engagement. All liability policies must be issued by a company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States or that is otherwise satisfactory to the City Attorney. Counsel shall maintain the following insurance coverage in the following amounts:

Professional Liability

\$1,000,000 per occurrence; \$3,000,000 aggregate

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

Counsel shall give 30 days' written notice to the City before the policy may be canceled, materially changed, or nonrenewed. Within the 30-day period, Counsel shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Counsel does not comply with this requirement, the City Attorney, at his or her sole discretion, may immediately suspend Counsel from any further performance under this Engagement Letter and begin procedures to terminate for default.

## COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

Counsel shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances."

## PAY OR PLAY

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Engagement Letter for all purposes. Counsel has reviewed Executive Order No. 1-7 Revised and, to the extent applicable to this Engagement Letter, shall comply with its terms and conditions

## DRUG POLICY

The requirements and terms of the City of Houston Drug Detection and Deterrence procedures ("*Drug Policy*") for Counsel's("Contractors"), as set out in Executive Order 1-31, are incorporated into this Engagement Letter for all purposes. Counsel has reviewed Executive Order 1-31 and, to the extent applicable to this Engagement Letter, shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 (the "*Executive Order*"), which is incorporated into this Engagement Letter and is on file in the City Secretary's Office. A Contractor who does not utilize Safety Impact Positions, as defined in the Drug Policy, in the performance of this Engagement Letter shall be deemed to have satisfied the requirements of the Drug Policy if it (i) completes and executes a Drug Policy Compliance Agreement, in the form attached as Exhibit "C"; (ii) completes and executes a Contractor's Certification of No Safety Impact Positions in Performance of a City

Contract, in the form attached as Exhibit "D"; and (iii) delivers a copy of its existing Drug Policy to the City Attorney.

Counsel shall require that its subcontractors comply with the Executive Order, and Counsel shall secure and maintain the required documents for City inspection.

#### ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Engagement Letter for all purposes. Counsel has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the effective date. Counsel shall notify the City's Chief Procurement Officer and City Attorney of any information regarding possible violation of Counsel or its subcontractors providing services or goods under this Engagement Letter within 7 days of Counsel becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

#### ANTI-BOYCOTT OF ISRAEL

Counsel certifies that Counsel is not currently engaged in, and agrees for the duration of this Engagement Letter not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

#### COUNSEL DEBT

IF COUNSEL, AT ANY TIME DURING THE TERM OF THIS ENGAGEMENT LETTER, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT COUNSEL HAS INCURRED A DEBT, CITY CONTROLLER SHALL IMMEDIATELY NOTIFY COUNSEL IN WRITING. IF COUNSEL DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO COUNSEL UNDER THIS ENGAGEMENT LETTER, AND COUNSEL WAIVES ANY RECOURSE THEREFOR.

COUNSEL SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS ENGAGEMENT LETTER.

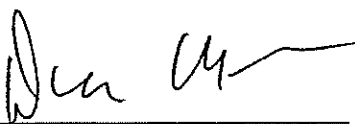
#### SIGNATURES

If this proposed Engagement Letter for the services of Counsel is satisfactory, please evidence your acceptance and approval by signing in the space provided below.

The Parties agree that each Party may sign and deliver this Engagement Letter electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

Holland & Knight, LLP

CITY OF HOUSTON, TEXAS

By:   
Name: Derrick Mitchell  
Title: Partner

\_\_\_\_\_  
Mayor

ATTEST/SEAL:

\_\_\_\_\_  
City Secretary


COUNTERSIGNATURE:

\_\_\_\_\_  
City Controller


DATE OF COUNTERSIGNATURE

\_\_\_\_\_

APPROVED:

DocuSigned by:  
  
01B8EE0AC120491...  
City Attorney

APPROVED AS TO FORM:

DocuSigned by:  
  
AD92C344E00872...  
Assistant City Attorney  
L.D. File No. 0342000139001

**EXHIBIT "A"**

**HOLLAND & KNIGHT, LLP**

**Hourly Rates for Attorneys and  
Paralegals**

Firm personnel are reviewed annually and periodically readjusted by management of Firm. The following information has been prepared based upon hourly rates schedule approved for 2020 for Houston-based personnel that might work on this matter:

Derrick Mitchell, partner, will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

|                  |                | <u>2020 Rate</u> | <u>Proposed Rate</u> |
|------------------|----------------|------------------|----------------------|
| Edward Rojas     | Senior Counsel | \$850            | \$750                |
| Derrick Mitchell | Partner        | \$800            | \$725                |
| Woody Vaughan    | Partner        | \$950            | \$890                |
| Allison Dyer     |                | \$700            | \$625                |

The firm will not substitute or add additional personnel without the written consent of the City Attorney at rates similar to the above hourly rates approved by the City Attorney.

**LAW OFFICES OF BRATTON & ASSOCIATES**

Please see the chart below which includes a range of hourly rates, by title, that are typical for other similar clients for public finance counsel services.

|                 |       | <u>Proposed Rate</u> |
|-----------------|-------|----------------------|
| Lynette Bratton | Owner | \$600                |

**EXHIBIT "B"**  
**HOLLAND & KNIGHT, LLP**  
**TERMS OF ENGAGEMENT**

Introduction

These are the Terms of Engagement adopted by Holland & Knight, LLP ("*Firm*") and the addressee of the preceding Engagement Letter ("*Client*") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm. In the event of conflict between the Engagement Letter and this Terms of Engagement, the Engagement Letter shall control.

Our Relationship with Others and Conflicts of Interest

Firm represents and warrants that the provision of the legal services under this Agreement will not constitute an actual or potential conflict of interest. Firm covenants that no person under its employment has any personal financial interest, direct or indirect, which would influence his or her professional judgment or the performance of services under this Agreement. Firm further covenants that no person having such conflicting interest shall be employed in the performance of this Agreement. Firm has disclosed or shall promptly disclose in writing to the City all actual or potential conflicts of interest relative to the performance of this Agreement, including but not limited to the Certificate of Interested Parties required by Section 2252.908 of the Texas Government Code and the Conflict of Interest Questionnaire required by Section 176.006 of the Texas Local Government Code, if applicable.

If an actual or potential conflict arises between the City's interests and the interests of other clients the Firm represents, within the meaning of the Texas Disciplinary Rules of Professional Conduct, the Firm shall either terminate its representation of the other client whose interests are or may be in conflict with those of the City or immediately notify the City Attorney and Handling City Attorney by telephone, or email. If the City Attorney consents to the Firm's continued representation of the other clients, the City Attorney shall notify the Firm in writing. If the City Attorney does not issue written consent within 3 business days after receipt of the Firm's notice, the Firm shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

Choice of Law

Because Firm performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Firm agrees that the Texas Disciplinary Rules of Professional Conduct (found at [www.texasbar.com](http://www.texasbar.com) or [www.txethics.org](http://www.txethics.org)) will govern all issues of legal ethics and professionalism. Firm shall comply with all applicable state and federal laws and regulations, and the City Charter and Code of Ordinances.

Use of Work Products

- (1) Firm agrees that all documents drafted pursuant to this Engagement Letter are the property of the City. The City owns and may use all documents, all notes, plans, computations, databases, tabulations, exhibits, photographs, reports,

underlying data and other work products (collectively, the “*Documents*”) that Firm prepares or obtains under this Engagement Letter.

- (2) Firm warrants that to the extent any documents provided to the City by it are copyrighted, Firm owns the copyright to the Documents or otherwise has rights to provide the documents.
- (3) Firm shall deliver the original Documents to the City Attorney on request. Upon request, within five working days after this Engagement Letter terminates, Firm shall deliver to the City Attorney the original Documents, and all other files and materials Firm produces or gathers during its performance under this Engagement Letter.
- (4) Firm shall have the right to retain copies of documents and other work products drafted or created pursuant to this Engagement Letter and use them for training purposes or as forms or reference materials in connection with representing other clients, without attribution to the City.
- (5) Firm adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time. It is important for Client to alert Firm in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Firm in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.
- (6) By execution of the Engagement Letter, Client consents to Firm's use of the name and a generic description of the transaction in Firm marketing materials. Confidential Client information shall not be included in such materials.

#### Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Firm has made no promises or guarantees to you about

the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

#### Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

#### Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Firm and the City Attorney and approved, where required by City Council.

#### In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Firm, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our Firm, or Firm's General Counsel or Managing Partner.

**EXHIBIT "C"**

**DRUG POLICY COMPLIANCE AGREEMENT**

I, Derrick Mitchell, Partner, as an owner or officer of Holland & Knight LLP (Contractor) have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

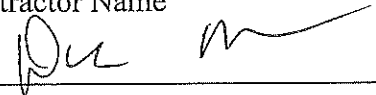
1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug-testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

9/11/20  
Date

Holland & Knight, LLP  
Contractor Name

  
Signature

Partner  
Title

**EXHIBIT "D"**

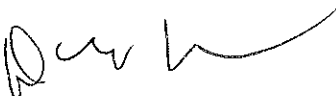
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

I, Derrick Mitchell, Partner, as an owner or officer of Holland & Knight LLP (Contractor) have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing Bond Counsel Services in connection with a credit facility substitution relating to the City of Houston, Texas, General Obligation Commercial Paper Notes, Series H-2 (the "Transaction") and related matters.

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

9/11/20  
(Date)

Derrick Mitchell  
(Typed or Printed Name)

  
(Signature)

Partner  
(Title)