


**CITY OF SUGAR LAND  
STANDARD CONTRACT FOR GENERAL SERVICES**  
Up to \$50,000.00  
(Rev. 8-19-21)

**I. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND**

**CONTRACTOR:**

By:   
DocuSigned by:  
2529588E11A347B...

By:   
DocuSigned by:  
950EA2861DEE4E3...

**Date:** 1/19/2022 | 1:42 PM CST

**Date:** 1/19/2022 | 12:56 PM CST

**Title:** Purchasing Manager  
Contract # 3220552

**Title:** Senior Policy Advisor  
**Company:** Holland & Knight

APPROVED AS TO FORM:



**II. General Information and Terms.**

Contractor's Name and Address: Holland & Knight  
800 17th Street N.W., Suite 1100  
Washington, DC 20006

Description of Services: Provide federal lobbying services.

Maximum Contract Amount: \$45,000 (\$10,000 per month)

Effective Date: January 14, 2022

Termination Date: May 31, 2022

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

### III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

Q. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
  - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
    - (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or
    - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
  - (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

R. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

S. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

**IV. Additional Terms or Conditions.** None.

**V. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Holland & Knight Proposal-December 17, 2021 (5 pages)
- A-2. Holland & Knight Engagement Letter-January 5, 2022 (5 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)

**EXHIBIT A-1**

Holland & Knight Proposal dated December 17, 2021

*(See Attached)*

# Scope of Work

---

Holland & Knight is enthusiastic about the prospect of working with the City of Sugar Land. Below is our detailed plan of action to support your objectives, which includes a timeline for the next twelve months that begins with Congress convening in January. Given that it is a mid-term election year, Congress & the Administration will be working expeditiously on appropriations and implementation of the Bipartisan Infrastructure Law. We are prepared to help Sugar Land hit the ground running.

## Federal Agenda Development

*Federal Platform and Strategy:* As an immediate first step, we would organize an intensive strategic planning session with you to develop the City's 2022 federal agenda, including policy and funding priorities that advance the City's goals. Key elements would include:

- Outlining your projects and policy issues that may require a federal legislative, agency, programmatic, appropriations/budget, or regulatory solution.
- Determining the legislative, political, and budgetary dynamics – the pressure points – that may affect these proposed projects/issues and what the challenges and opportunities may be to a successful outcome. During this stage, we would identify where your priorities overlap with current proposals.
- Identifying potential champions and/or opponents at the federal level.
- Organizing a comprehensive federal platform, advocacy plan and strategy that will be the blueprint for pursuing your priorities and developing metrics for each federal priority and garnering community and business support.
- Creating talking points and briefing papers on each of the priorities.
- Maintaining constant contact with the City on strategic implementation, making adjustments to strategy as federal political and legislative factors evolve.

## Funding Strategy

*Appropriations:* The Holland & Knight team understands how to use the appropriations process to advance our clients' priorities and our depth of experience has proven invaluable in Washington. This expertise is highly valuable at a time when earmarks are returning as "Community Project Funding," "Congressionally Directed Spending," and "Member-Directed Projects." It has been over a decade since Congress had a process to make such requests and the learning curve is steep. Close to 70% of House members were not in Congress over ten years ago.

If selected, Holland & Knight will work closely with the City of Sugar Land to achieve its funding priorities by leveraging our relationships with the Senate and House Appropriations Committee members.

As appropriations and authorization bills are introduced (expected February 2022), we will work with the City to shape and influence the bills' provisions by:

- Helping the City to identify appropriate projects and match them with eligible appropriations accounts
- Scheduling conference calls with the congressional delegation members and staff via Zoom.

- Drafting forms and supporting materials for City of Sugar Land to send to the committees and delegation.
- Utilizing our relationships with committee staff to provide real time updates on amendments, committee markups, and hearings.

*Grants:* Holland & Knight provides regular updates on recently announced federal grants that are aligned with our local government clients' priorities. Given the unprecedented federal resources currently available, we also help our clients track available opportunities. We will comb through the *Federal Register*, Grants.gov, and other resources to identify specific funding that may be of interest to the City. We also gather political intelligence to help identify the key requirements, program linkages, local share and partnering relationships needed to make an application competitive.

Holland & Knight will regularly meet with the City's staff to work together and help secure the funding you seek. We can also assist with various efforts including: meetings with federal departments and agencies to discuss your initiatives; working with the City of Sugar Land congressional delegation to solicit support for grants through letters or contact with agency heads and staff and using our close relationships with the administration to lobby on your behalf.

Because of our relationships with both career and political staff at federal agencies, we can often gain intelligence and insight into key criteria and priorities for the grant programs that agency officials may be considering which can change from year to year, thus enabling our clients to have a better chance at success.

After the City of Sugar Land identifies a grant opportunity, we will help craft the grant application to carefully address selection criteria, stressing certain project aspects that the agencies may be more focused on during a particular round of funding. We will then set up meetings with the federal agencies/ departments to discuss the City's proposed initiatives; work with the congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and use our close relationships with the administration to lobby on your behalf.

*Future Funding Opportunities:* As the Administration rolls out the recently passed Bipartisan Infrastructure Law, the Holland & Knight team is prepared to assist the City navigate these new opportunities. We will track funding opportunities, help the City meet in advance with key agencies to influence funding criteria and highlight potential projects, determine projects that fit with funding opportunities, and assist the City with compiling competitive grant applications. We will continue to help the City identify new sources of funding as Congress continues work on the FY 22 appropriations package and the Build Back Better Act reconciliation bill.

### Partnerships & Profile Raising

Through our work representing cities, counties, and other municipal entities, Holland & Knight has developed strong relationships with mayors across the United States as well as think tanks, foundations, and coalitions. We can use our relationships to identify opportunities to help raise the City's profile at the national level. These groups can also help elevate and amplify the City's policy priorities. Organizations our team regularly works with include: U.S. Conference of Mayors, National League of Cities, Brookings Institution, Bipartisan Policy Center, Pew Foundation, U.S. Chamber of Commerce, the Business Roundtable among others. We work with these groups to create forums on key issues, highlight policy



priorities, and to expand our reach across Congress and the Administration.

### Communication Management

One of the hallmarks of Holland and Knight is our proactive approach. We will consistently meet and communicate with the City's congressional delegation, key congressional members, and agency leadership to ensure that they understand the City's priorities. In addition, we will regularly develop creative, new opportunities for the City to engage with its delegation, expand its ties with other members of Congress, and to showcase its initiatives and advance its agenda. Holland & Knight will provide real-time updates to the City based on intelligence we receive from our sources within Democratic and Republican leadership, House and Senate committees, the White House, and federal agencies. We constantly monitor legislative and administrative action, and will notify the City of any relevant developments. Holland & Knight also will provide copies of bills, committee reports, federal agency rules or other information that are of interest to the City.

Some of our client communications include:

- Monthly reports with the status of legislative, regulatory and public affairs initiatives we are addressing for the City.
- *Weekly "Eyes on Washington"* updates, which offer our clients the latest information on key developments in Congress and the Executive Branch.
- *Weekly grant notifications* that provide our clients with information regarding recently announced federal grant opportunities.

In addition, to ensure that we function as a seamless part of the City's team, Holland & Knight will hold weekly coordination calls with key staff. As needed, we can also convene additional topic-specific (e.g. transportation, public safety) calls with key departmental staff. We will provide monthly legislative/activity reports so that ongoing communication, information flow, and accountability are maintained. We strongly believe that in-person meetings are also critical and are committed to visiting City of Sugar Land (when safe) regularly to ensure that we have frequent contact with City staff as well as other key elected officials.

### Advocacy

*Relationship Development:* As we work to build on and expand the City's relationships at the federal level and raise the City's national profile, we will continue to map and evaluate the strengths of your existing congressional and Administration relationships. The Holland & Knight team has excellent relationships with the Administration, House and Senate leadership on both sides of the aisle, and the City's delegation. We will help the City expand its reach in Washington D.C. by building new relationships at the federal level with key decision makers. In addition, we can help the City develop relationships with key influential outside groups and work in coalition with other cities on key priorities.

*Aggressive, Proactive Advocacy:* Holland & Knight will actively and aggressively advocate for City of Sugar Land to advance its priority issues. These efforts include lobbying key congressional committee leaders, the White House, and federal agency officials to achieve your legislative, regulatory, and funding objectives. As part of this advocacy, the firm will:

- Work closely with Congress and the Administration to achieve success on your federal agenda, including having regular contact with federal officials, strategizing on next steps, and assisting you in

- maintaining and strengthening your relationships.
- Engage in ongoing discussions with Congress and relevant federal agencies to discuss your priorities, respond in a timely basis to inquiries and concerns, and gather insider information and intelligence to gain behind-the-scenes insights on challenges and opportunities.
- Identify critical times in the federal legislative or budgetary process for City of Sugar Land representatives to contact congressional members or the Administration to advance your priority projects or issues.
- Draft briefs, proposals, and other content as needed to advance education efforts and information sharing.
- Create opportunities for City of Sugar Land to provide testimony before Congress on its priorities.

*DC Visits & Meetings:* When your team meets in Washington, D.C. (or via Zoom/Teams), Holland & Knight will make all arrangements necessary, including:

- Securing meetings with House and Senate members and their staff, the White House, and key federal department, agency officials and potential coalition partners.
- Assisting with advance work, including developing talking points, briefing materials, position papers, and justification packets.
- Participating in all meetings to provide support and guidance.
- Assisting with follow-up after the visit to ensure that the City's meetings are productive and efforts on your behalf are sustained.
- Preparing the agency staff or congressional members' key staff prior to your visit, so that the meetings are productive and efficient and the staff are adequately prepared to discuss your projects and priorities.

Due to COVID 19 pandemic precautions that remain in Washington, teleconferences are an alternative. We will help with the logistics, providing administrative support, and preparing briefing materials and talking points.

## Timeline

---

Date	Action from Holland & Knight
January 2022	<ul style="list-style-type: none"> <li>Strategic planning session with City to discuss potential funding opportunities &amp; appropriations projects for FY 2023; craft &amp; finalize federal agenda which includes aligning City projects with appropriate federal funding stream.</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>Meetings (virtual) with City congressional delegation to discuss City priorities/FY 23 appropriations requests and federal grants</li> <li>Set up meetings with stakeholders, thought leaders and media to elevate and advance the City's priorities.</li> </ul>

February/March 2022	<ul style="list-style-type: none"> <li>• Submit FY 23 appropriations requests (forms &amp; supporting materials).</li> <li>• President's FY 23 budget released and analysis provided to City.</li> <li>• Potential DC Fly-In (contingent on COVID-19 restrictions).</li> <li>• Continue to notify city of grant funding opportunities and map out application strategy. Administration will likely implement new funding opportunities from infrastructure package quickly.</li> </ul>
April-June 2022	<ul style="list-style-type: none"> <li>• Monitor FY 23 appropriations mark-ups.</li> <li>• Potential roundtable with congressional delegation and/or staff visits to the City.</li> <li>• Work with City on its federal grant applications. Follow up meetings with agency staff to discuss City's applications to advocate for funding.</li> </ul>
July-August 2022	<ul style="list-style-type: none"> <li>• Continue to monitor FY 23 appropriations and ensure success for City's priorities.</li> <li>• Opportunities for Congressional/Administration site visits to City.</li> </ul>
September-December 2022	<ul style="list-style-type: none"> <li>• Deadline for passage of FY 23 appropriations bills; As Congress typically does not meet its September 30 deadline, they are likely to adopt a Continuing Resolution; analysis of action related to Continuing Resolution and/or passage of FY 23 appropriations.</li> <li>• Continue working with the City to apply for new competitive grant opportunities.</li> <li>• Meetings with city staff to begin planning for next session of Congress.</li> <li>• Interim year-end report provided summarizing activities/accomplishments over past year.</li> </ul>

EXHIBIT A-2

Holland & Knight Engagement Letter dated January 5, 2022

(See Attached)

January 5, 2022

Mr. Rick Ramirez  
Intergovernmental Relations Manager  
Office of Intergovernmental Relations  
City of Sugar Land  
2700 Town Center Blvd. N  
Sugar Land, TX 77479

Re: 2022 Engagement Letter

Dear Rick:

Thank you for engaging Holland & Knight LLP to provide federal lobbying services to the City of Sugar Land. The period this engagement will be January 14 through May 31, 2022. Our billing rate for this matter will be a flat fee of \$10,000 per month. We look forward to working with you.

The purpose of this letter is to confirm our engagement and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

In addition, please be aware that the services for which you have engaged Holland & Knight LLP are "law-related services" and *not* "legal services." In other words, the firm will not be acting as your lawyers in this matter but rather in a lobbying capacity. As such, the protections which accompany an attorney-client relationship do not apply. For example, while the firm will keep your information confidential, the specific rules governing lawyers and client confidential information do not apply. Further, the firm's lawyers would not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to you. While conflicts of interest rules applicable to lawyers would not apply, we, of course, would not undertake lobbying services for another client adverse to the matter on which you have engaged our services.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you to bring these matters to a successful conclusion.

Sincerely yours,



HOLLAND & KNIGHT LLP

Enclosure

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022

**City of Sugar Land**

By: \_\_\_\_\_

***HOLLAND & KNIGHT LLP***

***TERMS OF ENGAGEMENT***

**TERMS OF ENGAGEMENT**

We appreciate your decision to engage Holland & Knight LLP (“H&K”), a national law firm, for the consulting services described in the accompanying letter. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney’s ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

*Fees and Billing.* We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we

and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

*Out-of-Pocket Expenses.* In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced

expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

*Billing.* We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

*Questions About Our Bills.* We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

*Confidentiality.* Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

*Termination.* Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and



conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**EXHIBIT B-1****REQUIREMENTS FOR GENERAL SERVICES CONTRACT**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C.** All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements

shall be sent to:

**City of Sugar Land  
Purchasing Office  
P. O. Box 110  
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov  
Faxed to: 281 275-2741**

**INSURANCE REQUIREMENTS**

Items marked "X" are required to be provided if award is made to your firm.

**Coverages Required & Limits (Figures Denote Minimums)**

- Workers' Compensation      Statutory limits, State of TX.
- Employers' Liability      \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

<input checked="" type="checkbox"/> Commercial General Liability:	<b>___ Very High/High Risk</b>	<b>___ Medium Risk</b>	<b>___ Low Risk</b>
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

- Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)
 

<b>___ Very High/ High Risk</b>	<b>___ Medium Risk</b>	<b>___ Low Risk</b>
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

- Garage Liability for BI & PD
  - \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
  - \$2,000,000 General Aggregate

- Garage Keepers Coverage (for Auto Body & Repair Shops)
  - \$500,000 any one unit/any loss and \$200,000 for contents

- Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

- Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

- Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

- Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

\$1,000,000 each occurrence

\$2,000,000 aggregate

\_\_\_ Other Insurance Required: \_\_\_\_\_

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

**Certificate Of Completion**

Envelope Id: 407A0FDD41CD46F58A36F440ACDA3E35	Status: Completed
Subject: City of Sugar Land - Contract: HOLLAND & KNIGHT LLP / # 3220552	
Source Envelope:	
Document Pages: 20	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	contracts
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO BOX 110
	Sugar Land, TX 77479
	contracts@sugarlandtx.gov
	IP Address: 72.16.81.8


**Record Tracking**

Status: Original	Holder: contracts	Location: DocuSign
1/19/2022 7:56:18 AM	contracts@sugarlandtx.gov	

**Signer Events**

Leslie Pollner  
 Leslie.Pollner@hklaw.com  
 Senior Policy Advisor  
 Holland & Knight  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 950EA2861DEE4E3...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 168.149.144.118

**Timestamp**

Sent: 1/19/2022 8:00:06 AM  
 Viewed: 1/19/2022 12:55:53 PM  
 Signed: 1/19/2022 12:56:24 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/19/2022 12:55:53 PM  
 ID: 6850cc8a-b544-4188-ac8d-6127b9c56a07

P. Todd Reed  
 contracts@sugarlandtx.gov  
 Purchasing Manager  
 City of Sugar Land  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 2529588E11A347B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 72.16.81.8

Sent: 1/19/2022 12:56:26 PM  
 Viewed: 1/19/2022 1:41:54 PM  
 Signed: 1/19/2022 1:42:12 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Amanda Gales  
 agales@sugarlandtx.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 1/19/2022 1:42:13 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Leslie Pollner Leslie.Pollner@hklaw.com Senior Policy Advisor Holland & Knight Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/19/2022 1:42:13 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/19/2022 12:55:53 PM ID: 6850cc8a-b544-4188-ac8d-6127b9c56a07		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/19/2022 8:00:07 AM
Certified Delivered	Security Checked	1/19/2022 1:41:54 PM
Signing Complete	Security Checked	1/19/2022 1:42:12 PM
Completed	Security Checked	1/19/2022 1:42:13 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Sugar Land (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Sugar Land:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mhoover@sugarlandtx.gov

**To advise City of Sugar Land of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mhoover@sugarlandtx.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from City of Sugar Land**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mhoover@sugarlandtx.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Sugar Land**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to mhoover@sugarlandtx.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.



**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Sugar Land as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Sugar Land during the course of my relationship with you.