



September 2, 2021

Members of the Commissioners Court
1001 Preston, 9th Floor
Houston, Texas 77002

Re: Special Counsel Agreements

Dear Members of the Court,

This is to request that the following topic be placed on the Commissioners Court agenda for September 14, 2021, under the County Attorney's portion of the agenda:

Request for authorization for the County Judge to execute Special Counsel Agreements with Holland and Knight, LLP and Bates and Coleman PC, as Co-Bond Counsel, and Bracewell, LLP and Baker, Williams, Matthieson, LLP, as Co-Disclosure Counsel, in connection with the issuance and sale of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021 and Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021.

Thank you in advance for your consideration of this request.

Sincerely,

CHRISTIAN D. MENELEE
County Attorney

APPROVED BY:

JAY K. AIYER
First Assistant County Attorney

Scott Lemond
Special Assistant County Attorney

ORDER OF COMMISSIONERS COURT

Authorizing Harris County Judge to Execute Special Counsel Agreements in Connection with Issuance and Sale of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021 and Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on September 14, 2021 with all members present.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY JUDGE TO EXECUTE SPECIAL COUNSEL AGREEMENTS IN CONNECTION WITH ISSUANCE AND SALE OF HARRIS COUNTY, TEXAS PERMANENT IMPROVEMENT REFUNDING BONDS, SERIES 2021 AND HARRIS COUNTY, TEXAS UNLIMITED TAX ROAD REFUNDING BONDS, SERIES 2021

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute Special Counsel Agreements with Holland and Knight, LLP and Bates and Coleman PC, as Co-Bond Counsel, and Bracewell, LLP and Baker, Williams, Matthieson, LLP, as Co-Disclosure Counsel, in connection with the issuance and sale of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021 and Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

PROFESSIONAL SERVICES AGREEMENT
(Special Counsel)

1. The effective date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.
2. Harris County and Special Counsel agree as follows:
3. The Client is the Office of the Harris County Attorney (**Client**).

Address: 1019 Congress, 15th Floor
Houston, TX 77002

The Special Counsel is Holland & Knight, LLP (**Special Counsel**).

Address: 1100 Louisiana Street, Suite 4300
Houston, TX 77002

4. **Special Counsel** will represent **Client** in the following matters:
Issuance of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021;
Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021 and any other
matters as determined by the County Attorney.
5. Special Counsel will work primarily with Managing Counsel, **Scott Lemond** and such other person(s) within the Office of the County Attorney as may be necessary.
6. Client has allocated and certified the total maximum sum of \$222,250.00 (**amount certified available**) to pay for the services under this Agreement.
7. For and in consideration of the Basic Services rendered by **Special Counsel**, **Client** agrees to pay **Special Counsel** based on the terms and conditions established in Exhibit A attached hereto and incorporated herein by reference. If Additional Services are needed Client agrees to pay **Special Counsel** based on the hourly rates approved by the Office of the County Attorney or as established in Exhibit B.

Other attorneys and paralegals within the firm may perform additional services under this Agreement with the approval of the Office of the County Attorney. The rates for such additional services are subject to the approval of the Office of the County Attorney and may not exceed the hourly rates stated in this Agreement.

Harris County has determined pursuant to Local Government Code §262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence, or the services are being retained pursuant to Local Government Code §89.001.

8. **Special Counsel** agrees to perform necessary legal work with reference to the Representation.
9. Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

10. The person or entity that **Special Counsel** represents is **Client**, and **Special Counsel**'s attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, **Special Counsel** will make full disclosure of the possible effects of such representation on the professional judgment of each individual associated with **Special Counsel** working on Representation. In the event a potential conflict occurs during the course of the Representation, **Special Counsel** will make full, written disclosure of such to **Client**.
11. **Special Counsel**'s engagement is limited to the representation. **Special Counsel** is not being retained as general counsel, and **Special Counsel**'s acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this letter.
12. The attorney-client relationship terminates upon **Special Counsel**'s completion of the services for which **Special Counsel** has been retained in the representation. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect **Client**'s future rights and liabilities in regard to the Representation. Unless **Special Counsel** is actually engaged after the completion of the Representation to provide additional advice on such issues, **Special Counsel** has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation.
13. Any expressions on **Special Counsel**'s part concerning the outcome of the Representation, or any other legal matters, are based on **Special Counsel**'s professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by **Special Counsel**'s knowledge of the facts and are based on **Special Counsel**'s views of the state of the law at the time they are expressed. **Special Counsel** has made no promises or guarantees to **Client** about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Payment of **Special Counsel**'s fees and charges is in no way contingent on the ultimate outcome of the Representation.
14. All other sections notwithstanding, and consistent with Government Code §2254.003, **Client** shall pay no more than the recommended practices and fees published by the applicable professional associations nor more than the any maximum provided by law.
15. **Special Counsel** understands that the **Client** has available the **amount certified available** to pay its obligations under this Agreement and to discharge any and all liabilities that the **Client** may incur, arising out of this Agreement, and **Client** shall not be liable to pay **Special Counsel** any greater amount under this Agreement. When and if the services and charges provided for herein become equal to or exceed the **amount certified available**, **Special Counsel** may terminate all its services hereunder unless additional funds are certified. In that event, **Special Counsel** agrees to continue to provide the services herein specified to the extent funds are available.
16. **Special Counsel** will maintain professional liability insurance covering all damages **Client** may suffer as a result of errors or omissions of **Special Counsel** in connection with the Representation. Such coverage shall be no less than \$1,000,000.00 per occurrence; \$3,000,000.00 aggregate. **Special Counsel** shall provide evidence that such insurance is in force and effect upon execution of this contract and on the anniversary date of this contract each year thereafter or upon the earlier request of the County Attorney.

17. All time billed must be in increments of 6 minutes (1/10th of an hour) and must state the task(s) performed. Tasks must be described with sufficient specificity to allow the Office of the County Attorney to determine the reasonableness and appropriateness of the services rendered.
18. Should the Office of the County Attorney request Additional Services, the hourly rate for the Additional Services shall compensate the attorney for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, travel within Harris County, computer time, meals, clerical filing, and proofreading. No travel expenses are authorized outside of Harris County, *unless pre-approved in writing by the Office of the County Attorney*. **Special Counsel** agrees that it is neither authorized to seek reimbursement nor is **Harris County** obligated to pay for mileage within Harris County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for as follows: **Harris County** agrees to reimburse **Special Counsel** for its actual, reasonable and necessary expenses for long distance telephone calls, including long distance telex or facsimile transmissions. **Harris County** agrees to reimburse **Special Counsel** for necessary photocopies at the rate of ten cents per page for 8 ½ x 11 or 8 ½ x 14 photographic reproductions. **Special Counsel** will be reimbursed for its direct costs for delivery and messenger services and direct cost for postage on any item or group of items which cost \$1.00 or more.
19. Should the Office of the County Attorney request Additional Services before a legal research project is undertaken, **Special Counsel** must confer with the **Assigned Assistant County Attorney** to determine whether the County Attorney has already performed the research. Before providing such a service, **Special Counsel** must submit a budget and identify the work to be performed, the identity and billing rate of each attorney involved and the estimated amount of time expected to complete the task(s). Any database research authorized, such as Lexis and Westlaw, will be recharged at direct cost. Conferences between or among attorneys in the employ of Special Counsel may not be billed by more than one attorney who participates in such conference. Attendance at court hearings, mediations, or other meetings may be billed by only one attorney in the employ of Special Counsel, unless the County Attorney approves participation by more than one attorney in advance of the meeting.
20. After each calendar month, **Special Counsel** must submit an itemized statement to the Office of the County Attorney, in a form acceptable to the County Auditor, setting forth in detail the services provided and the compensation and expense reimbursement claimed. Each statement must show the name and classification of each person performing services, the date or dates that he or she performed services, and must include such other details of the work, hours, and identities of the persons providing services and the expenses claimed as may be requested by the County Auditor for verification purposes. The County Attorney will review each such statement and approve it with any modifications deemed appropriate, and will submit it to the County Auditor within 14 days from receipt. **Client** agrees to pay each statement within thirty (30) days after the County Auditor approves it.
21. Invoices should be emailed to CAOInvoices@cao.hctx.net.
22. Harris County acknowledges that **Special Counsel** has a claim for *quantum meruit* for the reasonable value of services already provided. In addition, in consideration for **Special Counsel**'s entering into this Agreement and agreeing to continue to provide services to Harris

County, Harris County agrees to pay from available funds the amounts owing to **Special Counsel** pursuant to the terms of the written agreements with Harris County and **Special Counsel**, and in return, **Special Counsel** will not pursue any *quantum meruit* claim.

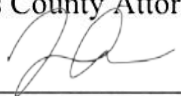
23. **Special Counsel** reserves the right to send to **Client** for direct payment any invoices delivered to **Special Counsel** by others, including experts and any vendors. Such Invoices must be in a form acceptable to the County Auditor. **Client** reserves the right to audit **Special Counsel**'s billing and billing practices with respect to **Client**'s files at any time.
24. Any party may terminate with or without cause this Agreement at any time by giving the other party at least 30 days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, **Special Counsel** must discontinue all services in connection with the performance of this Agreement, and must proceed to cancel promptly all existing orders and Agreements insofar as such orders and Agreements are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, **Special Counsel** must submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of said statement, the County Attorney will review this statement and approve it with any modifications that he deems necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated. In the event of such termination, **Client** will take all steps necessary to release **Special Counsel** of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate the withdrawal from the Representation. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Representation.
25. At the conclusion of the Representation, **Special Counsel** will return to **Client** any documents that **Special Counsel** is specifically requested to return. As to any documents so returned, **Special Counsel** may elect to keep a copy of the documents in **Special Counsel**'s stored files. **Client** owns all final work product generated from the Representation.
26. Any notice required or permitted to be given by Harris County to **Special Counsel** hereunder may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested to the address indicated on page one or such other address as **Special Counsel** may designate in writing.
27. Any notice required or permitted to be given by **Special Counsel** to the **Client** or Harris County hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to the address indicated on page one or such other address as Harris County may designate in writing.
28. Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.
29. **Special Counsel** affirmatively consents to the disclosure of its e-mail addresses that are provided to **Client** or the County Attorney's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply

to e-mail addresses provided by **Special Counsel** and agents acting on **Special Counsel's** behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

30. **Special Counsel** has no authority to settle or otherwise compromise the position of **Harris County** or any of its officers. Any settlement involving the expenditure of **Harris County's** funds is subject to the approval of Commissioners Court.
31. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of **Harris County**.
32. This Agreement is not effective unless it has been approved by the Office of the County Attorney.

Approved by

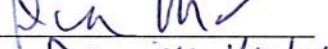
CHRISTIAN D. MENEFEE
Harris County Attorney

By: 
Jay Aiyer
First Assistant County Attorney

Date: 9/3/21

Agreed:

Holland & Knight, LLP

By: 
Name: Derrick Mitchell
Title: partner

Date: _____

HARRIS COUNTY

By: _____
Judge Lina Hidalgo

Date: _____

EXHIBIT A TO CO-BOND COUNSEL PROFESSIONAL SERVICES AGREEMENT

1. Client Relationship

As stated in the Professional Services Agreements (“Agreements”) between Harris County (“County”) and Holland & Knight LLP (“HK”) and Bates & Coleman PC (“BC”), respectively (collectively, HK and BC shall be referred to as “Counsel”) HK and BC are being retained by the County solely as its Co-Bond Counsel with respect to the issuance of the Bonds.

2. Scope of Representation

Counsel and the County acknowledge that Counsel’s acceptance of this engagement does not involve representation of the County’s business operations or other interests other than issues relating to the issuance of such Bonds. Counsel and the County acknowledge that, after the issuance of the Bonds, changes may occur in the applicable laws or regulations that may affect the County’s future obligations, rights, and liabilities. Unless the County engages Counsel after closing to provide additional services on issues arising from the issuance of the Bonds, the County agrees that Counsel have no continuing obligation to advise the County with respect to future legal developments.

Counsel shall assist the Office of the County Attorney, the Executive Director of the County Budget Department/County Budget Officer, the Director of Finance and Investments, and such other County officials as the County may designate, together with the County’s Financial Advisor, in connection with the issuance and delivery of the Bonds.

Counsel shall assist the County in connection with the issuance, sale, and delivery of the Bonds. Basic Services hereunder shall include the following:

- (1) Preparing all necessary legal documents, agreements, pricing certificates, consents, receipts and notices to be acted upon and executed in connection with the authorization of the Bonds, including all ordinances, rules, regulations, or orders, all certificates and documents, and such other documents relating to authorizing and issuing the Bonds and other related matters for the County. Such tasks include, but are not limited to, preparing, reviewing, and overseeing the major financing documents related to the issuance;
- (2) Reviewing and analyzing all collateral transaction documents prepared by a purchaser, underwriter or holder of the Bonds;
- (3) Providing assistance in structuring the transaction for the Bonds to achieve the goals and objectives of the County;
- (4) Reviewing those sections of the offering documents that pertain to the description and security of the Bonds and the County documents related to this financing, and matters related to tax exemption and Counsel opinion;
- (5) Assisting in any required meetings with appropriate officials of the County, the underwriters or purchasers, rating agencies, credit enhancers, insurers, the County’s financial advisor(s), and other counsel;

- (6) Obtaining all required government approvals, licenses, permits, and permissions, and ensuring that the issuance meets all legal requirements and authorizations, including, but not limited to, issuing an approving opinion as Co-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 Bonds; preparing notice of TEFRA hearing and conducting same, if necessary; 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 the County or County assistants as to state law, federal tax law, disclosure, or related transactional services, including structuring the Bonds;
- (8) Preparing and submitting a transcript of legal proceedings;
- (9) Disclosing and analyzing all relevant legal proceedings that may have a bearing on the validity and security of the offering;
- (10) Interpreting relevant regulations and laws; and
- (11) Providing the ability and expertise to counsel on the certificates of obligation process, if necessary.

In addition to the foregoing Basic Services, as Counsel, Counsel, if requested, shall undertake the following Additional Services, as directed by appropriate County officials;

- (1) Disclosure work or similar services (other than the limited review of certain sections of the offering document for the Obligations as described in paragraph (4) under Basic Services above) to assist the County or its financial advisor, together with the Underwriter and Disclosure Counsel for the Obligations, in the preparation of such offerings and other documents, on such basis and to such extent as shall be directed by the appropriate County officials and staff, including compliance with the requirements of SEC rule 15c2-12, as amended;
- (2) Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Obligations and consultation with County officials, staff and advisors, together with the underwriter for the Obligations, to develop such presentations;
- (3) Any other special services not ordinarily required in connection with the adoption and implementation of the issuance of obligations or the nature of the Obligations, including services rendered in connection with special federal income tax issues or unusual issues arising in connection with the County's financial reports or audits, any documentation or related services for credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of the Obligations, if any;

- (4) After the closing for the Obligations, providing assistance to the County concerning questions and issues that may arise prior to the maturity of the Obligations; and
- (5) Preparation of a no-arbitrage certificate and Form 8038G for the Obligations.

SPECIAL TAX COUNSEL SERVICES

As Special Tax Counsel, HK will perform certain legal work and advise the County's finance working group regarding tax matters related to the issuance of the Bonds, the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes and compliance with arbitrage requirements and other related IRS regulations or rules. HK will also provide an opinion in connection with such services.

3. Staffing

Derrick Mitchell shall lead HK's legal team and be the County's primary contact for this representation. HK may use other HK lawyers and legal assistants to work on the County's engagement as HK believes appropriate under the circumstances. HK may assign work to lawyers or support personnel with special experience in a given area or whom HK otherwise believes will enable HK to provide services on an efficient, timely and cost-effective basis.

If HK replaces Derrick Mitchell, HK shall notify the County in writing no less than ten (10) days after the replacement. Any individual selected to replace Derrick Mitchell shall become familiar with the job requirements of the County, including the RFQ, HK's response, and the Agreement.

Randy Bates, Jr. and Willie High Coleman, Jr. will be the primary contact at BC for this representation, although other BC lawyers and legal assistants may work on the County's engagement as BC believes appropriate under the circumstances. BC may assign work to lawyers or support personnel with special experience in a given area or whom BC otherwise believes will enable BC to provide services on an efficient, timely and cost-effective basis.

If BC replaces Randy Bates, Jr. or Willie High Coleman, Jr., BC shall notify the County in writing no less than ten (10) days after the replacement. Any individual selected to replace Randy Bates, Jr. or Willie High Coleman, Jr. shall become familiar with the job requirements of the County, including the RFQ, HK's response, and the Agreement. However, in accordance with paragraph 9 of the Agreement, BC shall not replace both Randy Bates, Jr. and Willie High Coleman, Jr., nor assign any part of the Agreement, without the express written permission of the County.

4. Fees and Expenses

In accordance with the County's Diversity and Inclusion Policy, the parties agree that BC shall provide no less than 30% of the work under the Agreements and, in turn, shall be paid a pro rata share of fees under the Agreements. The County shall pay Co-Bond Counsel a professional services fee calculated as follows:

		Fee Arrangement		
		<u>Primary BC</u>	<u>Co-BC</u>	<u>Total Fee</u>
1st \$100 MM	Basic	\$56,000 (\$.56)	\$24,000 (\$.24)	
	Opinion	<u>\$31,500 (\$.315)</u>	<u>\$13,500 (\$.135)</u>	
		\$87,500	\$37,500	\$125,000
2nd \$100 MM	Basic	\$35,000 (\$.35)	\$15,000 (\$.15)	
	Opinion	<u>\$21,000 (\$.21)</u>	<u>\$9,000 (\$.09)</u>	
		\$143,500	\$61,500	\$205,000
Each \$100 MM (\$300 MM)	Basic	\$14,000 (\$.14)	\$6,000 (\$.06)	
	Opinion	<u>\$21,000 (\$.21)</u>	<u>\$9,000 (\$.09)</u>	
		\$178,500	\$76,500	\$255,000

For purposes of calculating the foregoing fees, original issue premium paid by the initial purchaser of the Bonds shall be treated as principal. Payment of fees is contingent upon the successful closing of the issuance of the Bonds. After closing, Counsel shall send the County an invoice statement requesting that payment be made, which amount the County agrees to pay within 30 days after the date of the invoice.

The fees for any additional services will be determined on an hourly rate basis or as established in Exhibit B. Hourly rates will be those customarily charged by Counsel's personnel performing services under the Agreements to other clients for the same or similar services, taking into consideration the time consumed in providing the additional services, the level of experience and ability of the attorneys providing the services, and the difficulty and complexity of the tasks involved.

PROFESSIONAL SERVICES AGREEMENT
(Special Counsel)

1. The effective date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.
2. Harris County and Special Counsel agree as follows:
3. The Client is the Office of the Harris County Attorney (**Client**).

Address: 1019 Congress, 15th Floor
 Houston, TX 77002

The Special Counsel is Bates & Coleman PC (**Special Counsel**).

Address: 1402 Alabama Street
 Houston, TX 77004

4. **Special Counsel** will represent **Client** in the following matters:
 Issuance of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021;
 Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021 and any other
 matters as determined by the County Attorney.
5. Special Counsel will work primarily with Managing Counsel, **Scott Lemond** and such other person(s) within the Office of the County Attorney as may be necessary.
6. Client has allocated and certified the total maximum sum of \$95,250.00 (**amount certified available**) to pay for the services under this Agreement.
7. For and in consideration of the Basic Services rendered by **Special Counsel**, **Client** agrees to pay **Special Counsel** based on the terms and conditions established in Exhibit A attached hereto and incorporated herein by reference. If Additional Services are needed Client agrees to pay **Special Counsel** based on the hourly rates approved by the Office of the County Attorney or as established in Exhibit B.

Other attorneys and paralegals within the firm may perform additional services under this Agreement with the approval of the Office of the County Attorney. The rates for such additional services are subject to the approval of the Office of the County Attorney and may not exceed the hourly rates stated in this Agreement.

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8. **Special Counsel** agrees to perform necessary legal work with reference to the Representation.
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18. Should the Office of the County Attorney request Additional Services, the hourly rate for the Additional Services shall compensate the attorney for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, travel within Harris County, computer time, meals, clerical filing, and proofreading. No travel expenses are authorized outside of Harris County, *unless pre-approved in writing by the Office of the County Attorney*. **Special Counsel** agrees that it is neither authorized to seek reimbursement nor is **Harris County** obligated to pay for mileage within Harris County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for as follows: **Harris County** agrees to reimburse **Special Counsel** for its actual, reasonable and necessary expenses for long distance telephone calls, including long distance telex or facsimile transmissions. **Harris County** agrees to reimburse **Special Counsel** for necessary photocopies at the rate of ten cents per page for 8 ½ x 11 or 8 ½ x 14 photographic reproductions. **Special Counsel** will be reimbursed for its direct costs for delivery and messenger services and direct cost for postage on any item or group of items which cost \$1.00 or more.
19. Should the Office of the County Attorney request Additional Services before a legal research project is undertaken, **Special Counsel** must confer with the **Assigned Assistant County Attorney** to determine whether the County Attorney has already performed the research. Before providing such a service, **Special Counsel** must submit a budget and identify the work to be performed, the identity and billing rate of each attorney involved and the estimated amount of time expected to complete the task(s). Any database research authorized, such as Lexis and Westlaw, will be recharged at direct cost. Conferences between or among attorneys in the employ of Special Counsel may not be billed by more than one attorney who participates in such conference. Attendance at court hearings, mediations, or other meetings may be billed by only one attorney in the employ of Special Counsel, unless the County Attorney approves participation by more than one attorney in advance of the meeting.
20. After each calendar month, **Special Counsel** must submit an itemized statement to the Office of the County Attorney, in a form acceptable to the County Auditor, setting forth in detail the services provided and the compensation and expense reimbursement claimed. Each statement must show the name and classification of each person performing services, the date or dates that he or she performed services, and must include such other details of the work, hours, and identities of the persons providing services and the expenses claimed as may be requested by the County Auditor for verification purposes. The County Attorney will review each such statement and approve it with any modifications deemed appropriate, and will submit it to the County Auditor within 14 days from receipt. **Client** agrees to pay each statement within thirty (30) days after the County Auditor approves it.
21. Invoices should be emailed to CAOInvoices@cao.hctx.net.
22. Harris County acknowledges that **Special Counsel** has a claim for *quantum meruit* for the reasonable value of services already provided. In addition, in consideration for **Special Counsel's** entering into this Agreement and agreeing to continue to provide services to Harris County, Harris County agrees to pay from available funds the amounts owing to **Special Counsel** pursuant to the terms of the written agreements with Harris County and **Special Counsel**, and in return, **Special Counsel** will not pursue any *quantum meruit* claim.
23. **Special Counsel** reserves the right to send to **Client** for direct payment any invoices delivered to **Special Counsel** by others, including experts and any vendors. Such Invoices must be in a

form acceptable to the County Auditor. **Client** reserves the right to audit **Special Counsel's** billing and billing practices with respect to **Client's** files at any time.

24. Any party may terminate with or without cause this Agreement at any time by giving the other party at least 30 days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, **Special Counsel** must discontinue all services in connection with the performance of this Agreement, and must proceed to cancel promptly all existing orders and Agreements insofar as such orders and Agreements are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, **Special Counsel** must submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of said statement, the County Attorney will review this statement and approve it with any modifications that he deems necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated. In the event of such termination, **Client** will take all steps necessary to release **Special Counsel** of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate the withdrawal from the Representation. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Representation.
25. At the conclusion of the Representation, **Special Counsel** will return to **Client** any documents that **Special Counsel** is specifically requested to return. As to any documents so returned, **Special Counsel** may elect to keep a copy of the documents in **Special Counsel's** stored files. **Client** owns all final work product generated from the Representation.
26. Any notice required or permitted to be given by Harris County to **Special Counsel** hereunder may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested to the address indicated on page one or such other address as **Special Counsel** may designate in writing.
27. Any notice required or permitted to be given by **Special Counsel** to the **Client** or Harris County hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to the address indicated on page one or such other address as Harris County may designate in writing.
28. Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.
29. **Special Counsel** affirmatively consents to the disclosure of its e-mail addresses that are provided to **Client** or the County Attorney's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by **Special Counsel** and agents acting on **Special Counsel's** behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.
30. **Special Counsel** has no authority to settle or otherwise compromise the position of **Harris County** or any of its officers. Any settlement involving the expenditure of **Harris County's** funds is subject to the approval of Commissioners Court.

31. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of **Harris County**.
32. This Agreement is not effective unless it has been approved by the Office of the County Attorney.

Approved by

CHRISTIAN D. MENEFEE
Harris County Attorney

By: [Signature]
Jay Aiye
First Assistant County Attorney

Date: 09/03/21

Agreed:

Bates & Coleman PC

By: [Signature]
Name: William Andrew Bates Jr
Title: VICE-president

Date: 8/5/21

HARRIS COUNTY

By: _____
Judge Lina Hidalgo

Date: _____

EXHIBIT A TO CO-BOND COUNSEL PROFESSIONAL SERVICES AGREEMENT

1. Client Relationship

As stated in the Professional Services Agreements ("Agreements") between Harris County ("County") and Holland & Knight LLP ("HK") and Bates & Coleman PC ("BC"), respectively (collectively, HK and BC shall be referred to as "Counsel") HK and BC are being retained by the County solely as its Co-Bond Counsel with respect to the issuance of the Bonds.

2. Scope of Representation

Counsel and the County acknowledge that Counsel's acceptance of this engagement does not involve representation of the County's business operations or other interests other than issues relating to the issuance of such Bonds. Counsel and the County acknowledge that, after the issuance of the Bonds, changes may occur in the applicable laws or regulations that may affect the County's future obligations, rights, and liabilities. Unless the County engages Counsel after closing to provide additional services on issues arising from the issuance of the Bonds, the County agrees that Counsel have no continuing obligation to advise the County with respect to future legal developments.

Counsel shall assist the Office of the County Attorney, the Executive Director of the County Budget Department/County Budget Officer, the Director of Finance and Investments, and such other County officials as the County may designate, together with the County's Financial Advisor, in connection with the issuance and delivery of the Bonds.

Counsel shall assist the County in connection with the issuance, sale, and delivery of the Bonds. Basic Services hereunder shall include the following:

- (1) Preparing all necessary legal documents, agreements, pricing certificates, consents, receipts and notices to be acted upon and executed in connection with the authorization of the Bonds, including all ordinances, rules, regulations, or orders, all certificates and documents, and such other documents relating to authorizing and issuing the Bonds and other related matters for the County. Such tasks include, but are not limited to, preparing, reviewing, and overseeing the major financing documents related to the issuance;
- (2) Reviewing and analyzing all collateral transaction documents prepared by a purchaser, underwriter or holder of the Bonds;
- (3) Providing assistance in structuring the transaction for the Bonds to achieve the goals and objectives of the County;
- (4) Reviewing those sections of the offering documents that pertain to the description and security of the Bonds and the County documents related to this financing, and matters related to tax exemption and Counsel opinion;
- (5) Assisting in any required meetings with appropriate officials of the County, the underwriters or purchasers, rating agencies, credit enhancers, insurers, the County's financial advisor(s), and other counsel;
- (6) Obtaining all required government approvals, licenses, permits, and permissions, and ensuring that the issuance meets all legal requirements and authorizations, including, but not limited to, issuing an approving opinion as Co-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 Bonds; preparing notice of TEFRA hearing and conducting same, if necessary; 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 the County or County assistants as to state law, federal tax law, disclosure, or related transactional services, including structuring the Bonds;
- (8) Preparing and submitting a transcript of legal proceedings;
- (9) Disclosing and analyzing all relevant legal proceedings that may have a bearing on the validity and security of the offering;
- (10) Interpreting relevant regulations and laws; and
- (11) Providing the ability and expertise to counsel on the certificates of obligation process, if necessary.

In addition to the foregoing Basic Services, as Counsel, Counsel, if requested, shall undertake the following Additional Services, as directed by appropriate County officials;

- (1) Disclosure work or similar services (other than the limited review of certain sections of the offering document for the Obligations as described in paragraph (4) under Basic Services above) to assist the County or its financial advisor, together with the Underwriter and Disclosure Counsel for the Obligations, in the preparation of such offerings and other documents, on such basis and to such extent as shall be directed by the appropriate County officials and staff, including compliance with the requirements of SEC rule 15c2-12, as amended;
- (2) Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Obligations and consultation with County officials, staff and advisors, together with the underwriter for the Obligations, to develop such presentations;
- (3) Any other special services not ordinarily required in connection with the adoption and implementation of the issuance of obligations or the nature of the Obligations, including services rendered in connection with special federal income tax issues or unusual issues arising in connection with the County's financial reports or audits, any documentation or related services for credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of the Obligations, if any;
- (4) After the closing for the Obligations, providing assistance to the County concerning questions and issues that may arise prior to the maturity of the Obligations; and
- (5) Preparation of a no-arbitrage certificate and Form 8038G for the Obligations.

SPECIAL TAX COUNSEL SERVICES

As Special Tax Counsel, HK will perform certain legal work and advise the County's

finance working group regarding tax matters related to the issuance of the Bonds, the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes and compliance with arbitrage requirements and other related IRS regulations or rules. HK will also provide an opinion in connection with such services.

3. Staffing

Derrick Mitchell shall lead HK's legal team and be the County's primary contact for this representation. HK may use other HK lawyers and legal assistants to work on the County's engagement as HK believes appropriate under the circumstances. HK may assign work to lawyers or support personnel with special experience in a given area or whom HK otherwise believes will enable HK to provide services on an efficient, timely and cost-effective basis.

If HK replaces Derrick Mitchell, HK shall notify the County in writing no less than ten (10) days after the replacement. Any individual selected to replace Derrick Mitchell shall become familiar with the job requirements of the County, including the RFQ, HK's response, and the Agreement.

Randy Bates, Jr. and Willie High Coleman, Jr. will be the primary contact at BC for this representation, although other BC lawyers and legal assistants may work on the County's engagement as BC believes appropriate under the circumstances. BC may assign work to lawyers or support personnel with special experience in a given area or whom BC otherwise believes will enable BC to provide services on an efficient, timely and cost-effective basis.

If BC replaces Randy Bates, Jr. or Willie High Coleman, Jr., BC shall notify the County in writing no less than ten (10) days after the replacement. Any individual selected to replace Randy Bates, Jr. or Willie High Coleman, Jr. shall become familiar with the job requirements of the County, including the RFQ, HK's response, and the Agreement. However, in accordance with paragraph 9 of the Agreement, BC shall not replace both Randy Bates, Jr. and Willie High Coleman, Jr., nor assign any part of the Agreement, without the express written permission of the County.

4. Fees and Expenses

In accordance with the County's Diversity and Inclusion Policy, the parties agree that BC shall provide no less than 30% of the work under the Agreements and, in turn, shall be paid a pro rata share of fees under the Agreements. The County shall pay Co-Bond Counsel a professional services fee calculated as follows:

		Fee Arrangement		
		Primary BC	Co-BC	Total Fee
1st \$100 MM	Basic	\$56,000 (\$.56)	\$24,000 (\$.24)	
	Opinion	\$31,500 (\$.315)	\$13,500 (\$.135)	
		\$87,500	\$37,500	\$125,000
2nd \$100 MM	Basic	\$35,000 (\$.35)	\$15,000 (\$.15)	

	Opinion	<u>\$21,000 (\$.21)</u> \$143,500	\$9,000 (\$.09) \$61,500	\$205,000
Each \$100 MM	Basic	\$14,000 (\$.14)	\$6,000 (\$.06)	
	Opinion	<u>\$21,000 (\$.21)</u>	\$9,000 (\$.09)	
(\$300 MM)		\$178,500	\$76,500	\$255,000

For purposes of calculating the foregoing fees, original issue premium paid by the initial purchaser of the Bonds shall be treated as principal. Payment of fees is contingent upon the successful closing of the issuance of the Bonds. After closing, Counsel shall send the County an invoice statement requesting that payment be made, which amount the County agrees to pay within 30 days after the date of the invoice.

The fees for any additional services will be determined on an hourly rate basis or as established in Exhibit B. Hourly rates will be those customarily charged by Counsel's personnel performing services under the Agreements to other clients for the same or similar services, taking into consideration the time consumed in providing the additional services, the level of experience and ability of the attorneys providing the services, and the difficulty and complexity of the tasks involved.

PROFESSIONAL SERVICES AGREEMENT
(Special Counsel)

1. The effective date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.
2. Harris County and Special Counsel agree as follows:
3. The Client is the Office of the Harris County Attorney (**Client**).

Address: 1019 Congress, 15th Floor
Houston, TX 77002

The Special Counsel is Bracewell, LLP (**Special Counsel**).

Address: 711 Louisiana Street, Suite 2300
Houston, TX 77002-2770

4. **Special Counsel** will represent **Client** in the following matters:
Issuance of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021;
Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021 and any other
matters as determined by the County Attorney.
5. Special Counsel will work primarily with Managing Counsel, **Scott Lemond** and such other person(s) within the Office of the County Attorney as may be necessary.
6. Client has allocated and certified the total maximum sum of \$160,125.00 (**amount certified available**) to pay for the services under this Agreement.
7. For and in consideration of the Basic Services rendered by **Special Counsel**, **Client** agrees to pay **Special Counsel** based on the terms and conditions established in Exhibit A attached hereto and incorporated herein by reference. If Additional Services are needed Client agrees to pay **Special Counsel** based on the hourly rates approved by the Office of the County Attorney or as established in Exhibit B.

Other attorneys and paralegals within the firm may perform additional services under this Agreement with the approval of the Office of the County Attorney. The rates for such additional services are subject to the approval of the Office of the County Attorney and may not exceed the hourly rates stated in this Agreement.

Harris County has determined pursuant to Local Government Code §262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence, or the services are being retained pursuant to Local Government Code §89.001.

8. **Special Counsel** agrees to perform necessary legal work with reference to the Representation.
9. Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

10. The person or entity that **Special Counsel** represents is **Client**, and **Special Counsel**'s attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, **Special Counsel** will make full disclosure of the possible effects of such representation on the professional judgment of each individual associated with **Special Counsel** working on Representation. In the event a potential conflict occurs during the course of the Representation, **Special Counsel** will make full, written disclosure of such to **Client**.
11. **Special Counsel**'s engagement is limited to the representation. **Special Counsel** is not being retained as general counsel, and **Special Counsel**'s acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this letter.
12. The attorney-client relationship terminates upon **Special Counsel**'s completion of the services for which **Special Counsel** has been retained in the representation. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect **Client**'s future rights and liabilities in regard to the Representation. Unless **Special Counsel** is actually engaged after the completion of the Representation to provide additional advice on such issues, **Special Counsel** has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation.
13. Any expressions on **Special Counsel**'s part concerning the outcome of the Representation, or any other legal matters, are based on **Special Counsel**'s professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by **Special Counsel**'s knowledge of the facts and are based on **Special Counsel**'s views of the state of the law at the time they are expressed. **Special Counsel** has made no promises or guarantees to **Client** about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Payment of **Special Counsel**'s fees and charges is in no way contingent on the ultimate outcome of the Representation.
14. All other sections notwithstanding, and consistent with Government Code §2254.003, **Client** shall pay no more than the recommended practices and fees published by the applicable professional associations nor more than the any maximum provided by law.
15. **Special Counsel** understands that the **Client** has available the **amount certified available** to pay its obligations under this Agreement and to discharge any and all liabilities that the **Client** may incur, arising out of this Agreement, and **Client** shall not be liable to pay **Special Counsel** any greater amount under this Agreement. When and if the services and charges provided for herein become equal to or exceed the **amount certified available**, **Special Counsel** may terminate all its services hereunder unless additional funds are certified. In that event, **Special Counsel** agrees to continue to provide the services herein specified to the extent funds are available.
16. **Special Counsel** will maintain professional liability insurance covering all damages **Client** may suffer as a result of errors or omissions of **Special Counsel** in connection with the Representation. Such coverage shall be no less than \$1,000,000.00 per occurrence; \$3,000,000.00 aggregate. **Special Counsel** shall provide evidence that such insurance is in force and effect upon execution of this contract and on the anniversary date of this contract each year thereafter or upon the earlier request of the County Attorney.

17. All time billed must be in increments of 6 minutes (1/10th of an hour) and must state the task(s) performed. Tasks must be described with sufficient specificity to allow the Office of the County Attorney to determine the reasonableness and appropriateness of the services rendered.
18. Should the Office of the County Attorney request Additional Services, the hourly rate for the Additional Services shall compensate the attorney for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, travel within Harris County, computer time, meals, clerical filing, and proofreading. No travel expenses are authorized outside of Harris County, *unless pre-approved in writing by the Office of the County Attorney*. **Special Counsel** agrees that it is neither authorized to seek reimbursement nor is **Harris County** obligated to pay for mileage within Harris County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for as follows: **Harris County** agrees to reimburse **Special Counsel** for its actual, reasonable and necessary expenses for long distance telephone calls, including long distance telex or facsimile transmissions. **Harris County** agrees to reimburse **Special Counsel** for necessary photocopies at the rate of ten cents per page for 8 ½ x 11 or 8 ½ x 14 photographic reproductions. **Special Counsel** will be reimbursed for its direct costs for delivery and messenger services and direct cost for postage on any item or group of items which cost \$1.00 or more.
19. Should the Office of the County Attorney request Additional Services before a legal research project is undertaken, **Special Counsel** must confer with the **Assigned Assistant County Attorney** to determine whether the County Attorney has already performed the research. Before providing such a service, **Special Counsel** must submit a budget and identify the work to be performed, the identity and billing rate of each attorney involved and the estimated amount of time expected to complete the task(s). Any database research authorized, such as Lexis and Westlaw, will be recharged at direct cost. Conferences between or among attorneys in the employ of Special Counsel may not be billed by more than one attorney who participates in such conference. Attendance at court hearings, mediations, or other meetings may be billed by only one attorney in the employ of Special Counsel, unless the County Attorney approves participation by more than one attorney in advance of the meeting.
20. After each calendar month, **Special Counsel** must submit an itemized statement to the Office of the County Attorney, in a form acceptable to the County Auditor, setting forth in detail the services provided and the compensation and expense reimbursement claimed. Each statement must show the name and classification of each person performing services, the date or dates that he or she performed services, and must include such other details of the work, hours, and identities of the persons providing services and the expenses claimed as may be requested by the County Auditor for verification purposes. The County Attorney will review each such statement and approve it with any modifications deemed appropriate, and will submit it to the County Auditor within 14 days from receipt. **Client** agrees to pay each statement within thirty (30) days after the County Auditor approves it.
21. Invoices should be emailed to CAOInvoices@cao.hctx.net.
22. Harris County acknowledges that **Special Counsel** has a claim for *quantum meruit* for the reasonable value of services already provided. In addition, in consideration for **Special Counsel**'s entering into this Agreement and agreeing to continue to provide services to Harris

County, Harris County agrees to pay from available funds the amounts owing to **Special Counsel** pursuant to the terms of the written agreements with Harris County and **Special Counsel**, and in return, **Special Counsel** will not pursue any *quantum meruit* claim.

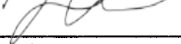
23. **Special Counsel** reserves the right to send to **Client** for direct payment any invoices delivered to **Special Counsel** by others, including experts and any vendors. Such Invoices must be in a form acceptable to the County Auditor. **Client** reserves the right to audit **Special Counsel**'s billing and billing practices with respect to **Client**'s files at any time.
24. Any party may terminate with or without cause this Agreement at any time by giving the other party at least 30 days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, **Special Counsel** must discontinue all services in connection with the performance of this Agreement, and must proceed to cancel promptly all existing orders and Agreements insofar as such orders and Agreements are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, **Special Counsel** must submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of said statement, the County Attorney will review this statement and approve it with any modifications that he deems necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated. In the event of such termination, **Client** will take all steps necessary to release **Special Counsel** of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate the withdrawal from the Representation. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Representation.
25. At the conclusion of the Representation, **Special Counsel** will return to **Client** any documents that **Special Counsel** is specifically requested to return. As to any documents so returned, **Special Counsel** may elect to keep a copy of the documents in **Special Counsel**'s stored files. **Client** owns all final work product generated from the Representation.
26. Any notice required or permitted to be given by Harris County to **Special Counsel** hereunder may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested to the address indicated on page one or such other address as **Special Counsel** may designate in writing.
27. Any notice required or permitted to be given by **Special Counsel** to the **Client** or Harris County hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to the address indicated on page one or such other address as Harris County may designate in writing.
28. Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.
29. **Special Counsel** affirmatively consents to the disclosure of its e-mail addresses that are provided to **Client** or the County Attorney's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply

to e-mail addresses provided by **Special Counsel** and agents acting on **Special Counsel's** behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

30. **Special Counsel** has no authority to settle or otherwise compromise the position of **Harris County** or any of its officers. Any settlement involving the expenditure of **Harris County's** funds is subject to the approval of Commissioners Court.
31. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of **Harris County**.
32. This Agreement is not effective unless it has been approved by the Office of the County Attorney.

Approved by

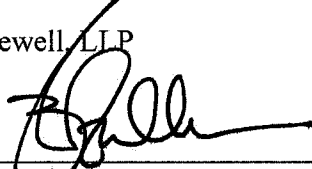
CHRISTIAN D. MENEFEE
Harris County Attorney

By: 
Jay Ayer
First Assistant County Attorney

Date: 7/30/2021

Agreed:

Bracewell LLP

By: 
Name: BARRON WALLACE
Title: PARTNER

Date: 7-29-2021

HARRIS COUNTY

By: _____
Judge Lina Hidalgo

Date: _____

EXHIBIT A TO CO-DISCLOSURE COUNSEL PROFESSIONAL SERVICES AGREEMENT

1. Client Relationship

As stated in the Professional Services Agreements (“Agreements”) between Harris County (“County”) and Bracewell, LLP (“Bracewell”) and Baker, Williams, Matthiesen, LLP (“BWM”), respectively (collectively, Bracewell and BWM shall be referred to as “Counsel”) Bracewell and BWM are being retained by the County solely as its Co-Disclosure Counsel with respect to the issuance of the Bonds.

2. Scope of Representation

Counsel and the County acknowledge that Counsel’s acceptance of this engagement does not involve representation of the County’s business operations or other interests other than disclosure issues relating to the issuance of such Bonds. Counsel and the County acknowledge that, after the issuance of the Bonds, changes may occur in the applicable laws or regulations that may affect the County’s future obligations, rights, and liabilities. Unless the County engages Counsel after closing to provide additional services on issues arising from the issuance of the Bonds, the County agrees that Counsel have no continuing obligation to advise the County with respect to future legal developments.

Counsel shall assist the Office of the County Attorney, the Executive Director of the County Budget Department/County Budget Officer, the Director of Finance and Investments, and such other County officials as the County may designate, together with the County’s Financial Advisor, in connection with the issuance and delivery of the Bonds.

Counsel shall assist the County in connection with the issuance, sale, and delivery of the Bonds. Basic Services hereunder shall include the following:

- (1) Consultation with and advice to the above referenced County officials and its Financial Advisor regarding any disclosure issues, including assistance in evaluating the materiality of such issues; preparation of the preliminary and final offering documents (including the notice of sale) for the Bonds;
- (2) Assistance in the performance of any necessary due diligence investigation, including the review of diligence questionnaires, assistance with diligence calls or meetings, as appropriate;
- (3) Analysis of the requirements of SEC Rule 15c2-12 and the basis upon which such rule is satisfied; and
- (4) Providing the County with a securities disclosure opinion in customary form reasonably satisfactory to the County and Disclosure Counsel.

3. Staffing

Barron Wallace and Jonathan Frels shall lead Bracewell’s legal team and be the County’s primary contact for this representation. Bracewell may use other Bracewell lawyers and legal assistants to work on the County’s engagement as Bracewell believes appropriate under the circumstances. Bracewell may assign work to lawyers or support personnel with special experience in a given area or whom Bracewell otherwise believes will enable Bracewell to provide services on an efficient, timely and cost-effective basis.

If Bracewell replaces Barron Wallace or Jonathan Frels, Bracewell shall notify the County in writing no less than ten (10) days after the replacement. Any individual selected to replace Barron Wallace or Jonathan Frels shall become familiar with the job requirements of the County, including the RFQ, Bracewell's response, and the Agreement.

JoAnn Matthiesen will be the primary contact at BWM for this representation, although other BWM lawyers and legal assistants may work on the County's engagement as BWM believes appropriate under the circumstances. BWM may assign work to lawyers or support personnel with special experience in a given area or whom BWM otherwise believes will enable BWM to provide services on an efficient, timely and cost-effective basis.

In accordance with paragraph 9 of the Agreement, BWM shall not replace JoAnn Matthiesen, nor assign any part of the Agreement to another firm, without the express written permission of the County.

4. Fees and Expenses

In accordance with the County's Diversity and Inclusion Policy, the parties agree that BWM shall provide no less than 30% of the work under the Agreements and, in turn, shall be paid a pro rata share of fees under the Agreements. The County shall pay Co-Disclosure Counsel a professional services fee calculated as follows:

		Fee Arrangement	
		<u>Special Disclosure Counsel</u>	<u>Special Disclosure Co-Counsel</u>
1st \$100 MM	Basic	\$35,000 (\$.35)	\$15,000 (\$.15)
	Opinion	<u>\$24,500 (\$.245)</u>	<u>\$10,500 (\$.105)</u>
		The amounts specified above plus:	
2nd \$100 MM	Basic	\$28,000 (\$.28)	\$12,000 (\$.12)
	Opinion	<u>\$17,500 (\$.175)</u>	<u>\$7,500 (\$.075)</u>
		The amounts specified above plus:	
Each \$100 MM thereafter	Basic	\$14,000 (\$.14)	\$6,000 (\$.06)
	Opinion	<u>\$10,500 (\$.105)</u>	<u>\$4,500 (\$.045)</u>

For purposes of calculating the foregoing fees, original issue premium paid by the initial purchaser of the Bonds shall be treated as principal. Payment of fees is contingent upon the successful closing of the issuance of the Bonds. After closing, Counsel shall send the County an invoice statement requesting that payment be made, which amount the County agrees to pay within 30 days after the date of the invoice.

The fees for any additional services will be determined on an hourly rate basis or as established in Exhibit B. Hourly rates will be those customarily charged by Counsel's personnel performing services under the Agreements to other clients for the same or similar services, taking into consideration the time consumed in providing the additional services, the level of experience and ability of the attorneys providing the services, and the difficulty and complexity of the tasks involved.

PROFESSIONAL SERVICES AGREEMENT
(Special Counsel)

1. The effective date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.
2. Harris County and Special Counsel agree as follows:
3. The Client is the Office of the Harris County Attorney (**Client**).

Address: 1019 Congress, 15th Floor
Houston, TX 77002

The Special Counsel is Baker, Williams, Matthiesen, LLP (**Special Counsel**).

Address: 5005 Woodway Drive, Suite 201
Houston, TX 77056

4. **Special Counsel** will represent **Client** in the following matters:
Issuance of Harris County, Texas Permanent Improvement Refunding Bonds, Series 2021;
Harris County, Texas Unlimited Tax Road Refunding Bonds, Series 2021 and any other
matters as determined by the County Attorney.
5. Special Counsel will work primarily with Managing Counsel, **Scott Lemond** and such other person(s) within the Office of the County Attorney as may be necessary.
6. Client has allocated and certified the total maximum sum of \$68,625.00 (**amount certified available**) to pay for the services under this Agreement.
7. For and in consideration of the Basic Services rendered by **Special Counsel**, **Client** agrees to pay **Special Counsel** based on the terms and conditions established in Exhibit A attached hereto and incorporated herein by reference. If Additional Services are needed Client agrees to pay **Special Counsel** based on the hourly rates approved by the Office of the County Attorney or as established in Exhibit B.

Other attorneys and paralegals within the firm may perform additional services under this Agreement with the approval of the Office of the County Attorney. The rates for such additional services are subject to the approval of the Office of the County Attorney and may not exceed the hourly rates stated in this Agreement.

Harris County has determined pursuant to Local Government Code §262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence, or the services are being retained pursuant to Local Government Code §89.001.

8. **Special Counsel** agrees to perform necessary legal work with reference to the Representation.
9. Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

10. The person or entity that **Special Counsel** represents is **Client**, and **Special Counsel**'s attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, **Special Counsel** will make full disclosure of the possible effects of such representation on the professional judgment of each individual associated with **Special Counsel** working on Representation. In the event a potential conflict occurs during the course of the Representation, **Special Counsel** will make full, written disclosure of such to **Client**.
11. **Special Counsel**'s engagement is limited to the representation. **Special Counsel** is not being retained as general counsel, and **Special Counsel**'s acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this letter.
12. The attorney-client relationship terminates upon **Special Counsel**'s completion of the services for which **Special Counsel** has been retained in the representation. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect **Client**'s future rights and liabilities in regard to the Representation. Unless **Special Counsel** is actually engaged after the completion of the Representation to provide additional advice on such issues, **Special Counsel** has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation.
13. Any expressions on **Special Counsel**'s part concerning the outcome of the Representation, or any other legal matters, are based on **Special Counsel**'s professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by **Special Counsel**'s knowledge of the facts and are based on **Special Counsel**'s views of the state of the law at the time they are expressed. **Special Counsel** has made no promises or guarantees to **Client** about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee. Payment of **Special Counsel**'s fees and charges is in no way contingent on the ultimate outcome of the Representation.
14. All other sections notwithstanding, and consistent with Government Code §2254.003, **Client** shall pay no more than the recommended practices and fees published by the applicable professional associations nor more than the any maximum provided by law.
15. **Special Counsel** understands that the **Client** has available the **amount certified available** to pay its obligations under this Agreement and to discharge any and all liabilities that the **Client** may incur, arising out of this Agreement, and **Client** shall not be liable to pay **Special Counsel** any greater amount under this Agreement. When and if the services and charges provided for herein become equal to or exceed the **amount certified available**, **Special Counsel** may terminate all its services hereunder unless additional funds are certified. In that event, **Special Counsel** agrees to continue to provide the services herein specified to the extent funds are available.
16. **Special Counsel** will maintain professional liability insurance covering all damages **Client** may suffer as a result of errors or omissions of **Special Counsel** in connection with the Representation. Such coverage shall be no less than \$1,000,000.00 per occurrence; \$3,000,000.00 aggregate. **Special Counsel** shall provide evidence that such insurance is in force and effect upon execution of this contract and on the anniversary date of this contract each year thereafter or upon the earlier request of the County Attorney.

17. All time billed must be in increments of 6 minutes (1/10th of an hour) and must state the task(s) performed. Tasks must be described with sufficient specificity to allow the Office of the County Attorney to determine the reasonableness and appropriateness of the services rendered.
18. Should the Office of the County Attorney request Additional Services, the hourly rate for the Additional Services shall compensate the attorney for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, travel within Harris County, computer time, meals, clerical filing, and proofreading. No travel expenses are authorized outside of Harris County, *unless pre-approved in writing by the Office of the County Attorney*. **Special Counsel** agrees that it is neither authorized to seek reimbursement nor is **Harris County** obligated to pay for mileage within Harris County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for as follows: **Harris County** agrees to reimburse **Special Counsel** for its actual, reasonable and necessary expenses for long distance telephone calls, including long distance telex or facsimile transmissions. **Harris County** agrees to reimburse **Special Counsel** for necessary photocopies at the rate of ten cents per page for 8 ½ x 11 or 8 ½ x 14 photographic reproductions. **Special Counsel** will be reimbursed for its direct costs for delivery and messenger services and direct cost for postage on any item or group of items which cost \$1.00 or more.
19. Should the Office of the County Attorney request Additional Services before a legal research project is undertaken, **Special Counsel** must confer with the **Assigned Assistant County Attorney** to determine whether the County Attorney has already performed the research. Before providing such a service, **Special Counsel** must submit a budget and identify the work to be performed, the identity and billing rate of each attorney involved and the estimated amount of time expected to complete the task(s). Any database research authorized, such as Lexis and Westlaw, will be recharged at direct cost. Conferences between or among attorneys in the employ of Special Counsel may not be billed by more than one attorney who participates in such conference. Attendance at court hearings, mediations, or other meetings may be billed by only one attorney in the employ of Special Counsel, unless the County Attorney approves participation by more than one attorney in advance of the meeting.
20. After each calendar month, **Special Counsel** must submit an itemized statement to the Office of the County Attorney, in a form acceptable to the County Auditor, setting forth in detail the services provided and the compensation and expense reimbursement claimed. Each statement must show the name and classification of each person performing services, the date or dates that he or she performed services, and must include such other details of the work, hours, and identities of the persons providing services and the expenses claimed as may be requested by the County Auditor for verification purposes. The County Attorney will review each such statement and approve it with any modifications deemed appropriate, and will submit it to the County Auditor within 14 days from receipt. **Client** agrees to pay each statement within thirty (30) days after the County Auditor approves it.
21. Invoices should be emailed to CAOInvoices@cao.hctx.net.
22. Harris County acknowledges that **Special Counsel** has a claim for *quantum meruit* for the reasonable value of services already provided. In addition, in consideration for **Special Counsel's** entering into this Agreement and agreeing to continue to provide services to Harris

County, Harris County agrees to pay from available funds the amounts owing to **Special Counsel** pursuant to the terms of the written agreements with Harris County and **Special Counsel**, and in return, **Special Counsel** will not pursue any *quantum meruit* claim.

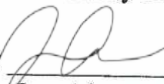
23. **Special Counsel** reserves the right to send to **Client** for direct payment any invoices delivered to **Special Counsel** by others, including experts and any vendors. Such Invoices must be in a form acceptable to the County Auditor. **Client** reserves the right to audit **Special Counsel**'s billing and billing practices with respect to **Client**'s files at any time.
24. Any party may terminate with or without cause this Agreement at any time by giving the other party at least 30 days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, **Special Counsel** must discontinue all services in connection with the performance of this Agreement, and must proceed to cancel promptly all existing orders and Agreements insofar as such orders and Agreements are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, **Special Counsel** must submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of said statement, the County Attorney will review this statement and approve it with any modifications that he deems necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated. In the event of such termination, **Client** will take all steps necessary to release **Special Counsel** of any further obligations in the Representation, including without limitation the execution of any documents necessary to effectuate the withdrawal from the Representation. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Representation.
25. At the conclusion of the Representation, **Special Counsel** will return to **Client** any documents that **Special Counsel** is specifically requested to return. As to any documents so returned, **Special Counsel** may elect to keep a copy of the documents in **Special Counsel**'s stored files. **Client** owns all final work product generated from the Representation.
26. Any notice required or permitted to be given by Harris County to **Special Counsel** hereunder may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested to the address indicated on page one or such other address as **Special Counsel** may designate in writing.
27. Any notice required or permitted to be given by **Special Counsel** to the **Client** or Harris County hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to the address indicated on page one or such other address as Harris County may designate in writing.
28. Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.
29. **Special Counsel** affirmatively consents to the disclosure of its e-mail addresses that are provided to **Client** or the County Attorney's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply

to e-mail addresses provided by **Special Counsel** and agents acting on **Special Counsel's** behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

30. **Special Counsel** has no authority to settle or otherwise compromise the position of **Harris County** or any of its officers. Any settlement involving the expenditure of **Harris County's** funds is subject to the approval of Commissioners Court.
31. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of **Harris County**.
32. This Agreement is not effective unless it has been approved by the Office of the County Attorney.

Approved by


CHRISTIAN D. MENEFEE
Harris County Attorney

By: 
Jay Aiyer
First Assistant County Attorney

Date: 9/3/21

Agreed:

Baker, Williams, Matthiesen, LLP

By: 
Name: JoAnn Matthiesen
Title: Managing Partner

Date: August 2, 2021

HARRIS COUNTY

By: _____
Judge Lina Hidalgo

Date: _____

**EXHIBIT A TO CO-DISCLOSURE COUNSEL PROFESSIONAL SERVICES
AGREEMENT**

1. Client Relationship

As stated in the Professional Services Agreements ("Agreements") between Harris County ("County") and Bracewell, LLP ("Bracewell") and Baker, Williams, Matthiesen, LLP ("BWM"), respectively (collectively, Bracewell and BWM shall be referred to as "Counsel") Bracewell and BWM are being retained by the County solely as its Co-Disclosure Counsel with respect to the issuance of the Bonds.

2. Scope of Representation

Counsel and the County acknowledge that Counsel's acceptance of this engagement does not involve representation of the County's business operations or other interests other than disclosure issues relating to the issuance of such Bonds. Counsel and the County acknowledge that, after the issuance of the Bonds, changes may occur in the applicable laws or regulations that may affect the County's future obligations, rights, and liabilities. Unless the County engages Counsel after closing to provide additional services on issues arising from the issuance of the Bonds, the County agrees that Counsel have no continuing obligation to advise the County with respect to future legal developments.

Counsel shall assist the Office of the County Attorney, the Executive Director of the County Budget Department/County Budget Officer, the Director of Finance and Investments, and such other County officials as the County may designate, together with the County's Financial Advisor, in connection with the issuance and delivery of the Bonds.

Counsel shall assist the County in connection with the issuance, sale, and delivery of the Bonds. Basic Services hereunder shall include the following:

- (1) Consultation with and advice to the above referenced County officials and its Financial Advisor regarding any disclosure issues, including assistance in evaluating the materiality of such issues; preparation of the preliminary and final offering documents (including the notice of sale) for the Bonds;
- (2) Assistance in the performance of any necessary due diligence investigation, including the review of diligence questionnaires, assistance with diligence calls or meetings, as appropriate;
- (3) Analysis of the requirements of SEC Rule 15c2-12 and the basis upon which such rule is satisfied; and
- (4) Providing the County with a securities disclosure opinion in customary form reasonably satisfactory to the County and Disclosure Counsel.

3. Staffing

Barron Wallace and Jonathan Frels shall lead Bracewell's legal team and be the County's primary contact for this representation. Bracewell may use other Bracewell lawyers and legal assistants to work on the County's engagement as Bracewell believes appropriate under the circumstances. Bracewell may assign work to lawyers or support

personnel with special experience in a given area or whom Bracewell otherwise believes will enable Bracewell to provide services on an efficient, timely and cost-effective basis.

If Bracewell replaces Barron Wallace or Jonathan Frels, Bracewell shall notify the County in writing no less than ten (10) days after the replacement. Any individual selected to replace Barron Wallace or Jonathan Frels shall become familiar with the job requirements of the County, including the RFQ, Bracewell's response, and the Agreement.

JoAnn Matthiesen will be the primary contact at BWM for this representation, although other BWM lawyers and legal assistants may work on the County's engagement as BWM believes appropriate under the circumstances. BWM may assign work to lawyers or support personnel with special experience in a given area or whom BWM otherwise believes will enable BWM to provide services on an efficient, timely and cost-effective basis.

In accordance with paragraph 9 of the Agreement, BWM shall not replace JoAnn Matthiesen, nor assign any part of the Agreement to another firm, without the express written permission of the County.

4. Fees and Expenses

In accordance with the County's Diversity and Inclusion Policy, the parties agree that BWM shall provide no less than 30% of the work under the Agreements and, in turn, shall be paid a pro rata share of fees under the Agreements. The County shall pay Co-Disclosure Counsel a professional services fee calculated as follows:

		Fee Arrangement	
		<u>Special Disclosure Counsel</u>	<u>Special Disclosure Co-Counsel</u>
1st \$100 MM	Basic	\$35,000 (\$.35)	\$15,000 (\$.15)
	Opinion	<u>\$24,500 (\$.245)</u>	<u>\$10,500 (\$.105)</u>
		The amounts specified above plus:	
2nd \$100 MM	Basic	\$28,000 (\$.28)	\$12,000 (\$.12)
	Opinion	<u>\$17,500 (\$.175)</u>	<u>\$7,500 (\$.075)</u>
		The amounts specified above plus:	
Each \$100 MM thereafter	Basic	\$14,000 (\$.14)	\$6,000 (\$.06)
	Opinion	<u>\$10,500 (\$.105)</u>	<u>\$4,500 (\$.045)</u>

For purposes of calculating the foregoing fees, original issue premium paid by the initial purchaser of the Bonds shall be treated as principal. Payment of fees is contingent upon the successful closing of the issuance of the Bonds. After closing, Counsel shall send

the County an invoice statement requesting that payment be made, which amount the County agrees to pay within 30 days after the date of the invoice.

The fees for any additional services will be determined on an hourly rate basis or as established in Exhibit B. Hourly rates will be those customarily charged by Counsel's personnel performing services under the Agreements to other clients for the same or similar services, taking into consideration the time consumed in providing the additional services, the level of experience and ability of the attorneys providing the services, and the difficulty and complexity of the tasks involved.