

## **AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES**

This **AGREEMENT FOR PROFESSIONAL FEDERAL LOBBYING SERVICES** ("Agreement") is made on the date countersigned by the City Controller ("Effective Date") by and between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city, and **AKIN GUMP STRAUSS HAUER & FELD LLP** ("Firm"), a limited liability partnership authorized to do business in the State of Texas.

### **ARTICLE 1. PARTIES**

- 1.1. ADDRESS.** The initial addresses of the Parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

#### **City**

Chief, Mayor's Office of  
Intergovernmental Relations  
Director, Houston Airport System  
Or their respective Designees  
City of Houston  
PO Box 1562  
Houston, TX 77251-1562

#### **Firm**

Susan Lent  
Akin Gump Strauss Hauer & Feld LLP  
Robert S. Strauss Building  
2001 K Street, N.W.  
Washington, DC 20006-1037

- 1.2. TABLE OF CONTENTS.** This Agreement consists of the following articles and exhibits:

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**1.3. PARTS INCORPORATED.** The above-described articles and exhibits are incorporated into this Agreement.

**1.4. CONTROLLING PARTS.** If a conflict between or among the articles or exhibits arises, the articles control over the exhibits.

**1.5. SIGNATURES.** The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he

or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**[SIGNATURE PAGE FOLLOWS]**

DS



Signed by:  
CITY OF HOUSTON, TEXAS  
Signed by:

*[Signature]*

Mayor

DocuSigned by:

*Cynthia Wilson*

E372923F937B434...

TEST/SEAL

Signed by:

*Troy D. Lemon*

50EA7451720B4B5...

City Secretary

APPROVED:

DocuSigned by:

*[Signature]*

6121834A077C41A...

Chief Procurement Officer

Signed by:

*Josh Sanders*

5044D4382AA448B...

Chief, Mayor's Office of Intergovernmental  
Relations

*Szyzmia, Jim*

219BB453A1504CE...

Director, Houston Airport System

DS

COUNTERSIGNED BY:

*[Signature]*

City Controller

DocuSigned by:

*Emad Talir*

C7034DC62F544DF...

DATE COUNTERSIGNED:

8/18/2025

APPROVED AS TO FORM:

Signed by:

*[Signature]*

82B5B1133D4B4CA...

Viet Q. Nguyen

Assistant City Attorney

LD-CON-000000 3781

Signed by:

*Sameera Kapasi Mahendru*

27BCDF64A0DB44E...

AKIN GUMP STRAUSS HAUER & FELD LLP

DocuSigned by:

*Susan Lent*

4898CC4892B0428...

Susan Lent

Partner

Email: slent@akingump.com

## ARTICLE 2. DEFINITIONS

- 2.1. In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below:
- 2.1.1. *"Agreement"* means this contract between the Firm and the City, including all exhibits and any written amendments authorized by the Firm and City Council.
  - 2.1.2. *"Business Day"* means any day that is not a Saturday, Sunday, or City Holiday. In the event that any deadline set forth in this Agreement falls on a Saturday, Sunday, or City Holiday, the deadline shall automatically be extended to the next day that is not a Saturday, Sunday or City Holiday.
  - 2.1.3. *"City"* is defined in the preamble of this Agreement and includes its successors and assigns.
  - 2.1.4. *"City Attorney"* means the City Attorney of the City or any person designated by the City Attorney to perform one or more of the duties of the City Attorney under this Agreement.
  - 2.1.5. *"City Holiday"* means any office City of Houston holiday as determined each year by City Council.
  - 2.1.6. *"Day"* or *"Days"* means calendar day, including weekends and legal holidays, whether capitalized or not, unless otherwise specifically provided. In the case of plural "days", those days will be consecutive.
  - 2.1.7. *"Director"* means the City's Chief of Intergovernmental Relations ("GR"), or their designee, and the City's Director of the Houston Airports System or their designee.
  - 2.1.8. *"Documents"* means notes, manuals, notebooks, plans, computations, computer databases and diskettes, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that the Firm prepares or provides under this agreement.
  - 2.1.9. *"Effective Date"* means the date the City Controller countersigns this Agreement and this Agreement becomes effective and binding.
  - 2.1.10. *"Firm"* is defined in the preamble of this Agreement and includes its successors and assigns.
  - 2.1.11. "Houston Airport System (HAS)" means the City of Houston Department of Aviation which operates George Bush Intercontinental Airport/Houston (IAH), William P. Hobby Airport (HOU), Ellington Airport (EFD), and the Houston Airport System Administration Buildings.
  - 2.1.12. *"Include"* and *"including"*, and words of similar import, shall be deemed to be followed by the words "without limitation".
  - 2.1.13. *"Party"* or *"Parties"* means the Firm and the City who are bound by this Agreement, individually or collectively as indicated in the context by which it appears.

- 2.1.14. *"Reimbursable Expenses"* means (without markup):
- 2.1.14.1. identifiable communication expenses including reasonable costs of copying and printing (other than for the Firm's internal use), postage, delivery services, and long distance telephone charges;
  - 2.1.14.2. upon the prior written approval of the Director and provided the travel is reasonably necessary to accomplish services under this Agreement and the expenses are eligible for reimbursement under the City's then current travel reimbursement policy set forth in A.P. 2-5 (Revised), the ordinary and reasonable costs of travel to and from the City (including common carrier coach fares, ground transportation expenses, lodging and meals), and each such approved expense shall not exceed the amount established under the City's then current travel reimbursement policy set forth in A.P. 2-5 (Revised), which can be found at [www.houstontx.gov/adminpolicies/2-5.pdf](http://www.houstontx.gov/adminpolicies/2-5.pdf); and
  - 2.1.14.3. any sales tax Firm is legally required to pay for its services under this Agreement.
- 2.1.15. *"Term"* means the entire period during which this Agreement is in effect, starting on the Effective Date and continuing through the final date of termination or expiration of this Agreement, including any renewals or extensions.
- 2.1.16. *"Writing"* or *"written"* shall mean a written communication from one party to the other, including an electronic communication or e-mail.
- 2.2. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.
- 2.3. The word *"shall"* is always mandatory and not merely permissive.

### **ARTICLE 3. RIGHTS AND DUTIES OF FIRM**

#### **3.1. SCOPE OF SERVICES**

- 3.1.1. In consideration of the payments specified in this Agreement, Firm shall provide all labor, material, and supervision necessary to perform the specific, measurable services set forth in **Exhibit "A"**. Additionally, Firm shall provide representation to the Houston Airport System in the following areas: advising and advocating on legislative, regulatory and policy issues under consideration by the U.S. Congress and federal agencies, including U.S. Department of Transportation, Federal Aviation Administration, Department of Homeland Security, Department of State, Department of Justice, Department of Energy, Department of Defense, Commerce Department, Environmental Protection Agency, National Aeronautics and Space Administration, and other agencies as needed, that have potential impact on all City and HAS interests; and provide all labor, material, and supervision necessary to perform the specific, measurable services set forth in **Exhibit "A-1"**.

### **3.2. PERFORMANCE**

3.2.1. The Firm must regularly update the Director and other person(s) the Director designates regarding the Firm's performance under this Agreement. Firm shall meet (either by teleconference or if required by the Director, in person) on a quarterly basis with the Director to discuss issues handled by Firm under this Agreement and share relevant information regarding results of Firm's efforts. Firm's business practices shall be subject to and in accordance with the terms and conditions of this Agreement, as interpreted by the Director, in his sole, reasonable discretion.

### **3.3. SUBCONTRACTORS AND FIRM'S PERSONNEL**

3.3.1. Firm shall not subcontract any part of its performance under this Agreement without the Director's prior written approval.

3.3.2. Upon notice from the Director that the City considers the services performed by a Firm employee or subcontractor to be inadequate, Firm shall give due consideration to removing such employee or subcontractor from performing services under this Agreement.

### **3.4. PAYMENT OF SUBCONTRACTORS.**

3.4.1. In accordance with the Texas Prompt Payment Act, Firm shall make timely payments to all persons and entities that Firm has hired to supply labor, materials, or equipment for the performance of this Agreement. **FIRM SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONSULTANT'S FAILURE TO MAKE THESE PAYMENTS REGARDLESS OF WHETHER THE FAILURE TO PAY IS CAUSED BY, OR CONTRIBUTED TO, IN WHOLE OR IN PART, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR GROSS NEGLIGENCE, (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY, INTENTIONAL ACTS, OR OTHER CONDUCT OR LIABILITY OF THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES.**

3.4.2. Failure of Contractor to pay its employees as required by law shall constitute a default under this Agreement, for which Contractor and its surety shall be liable on Contractor's performance bond, if any, if Contractor fails to cure the default as provided under this Agreement.

**3.5. PERSONNEL OF FIRM.** Firm shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

### **3.6. RELEASE**

3.6.1. **FIRM AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. FIRM HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS,**



**DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.**

**3.5.2 FIRM SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE TO THE CITY.**

### **3.7. INDEMNIFICATION**

**3.7.1. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

**(1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**(2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**

**(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

### **3.8. INDEMNIFICATION PROCEDURES**

**(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:**

- (a) a description of the indemnification event in reasonable detail,**
- (b) the basis on which indemnification may be due, and**
- (c) the anticipated amount of the indemnified loss.**

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

### 3.9. INSURANCE

**3.9.1 *Risks and Limits of Liability.*** Contractor shall maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by Accident \$500,000 (each accident)</li> <li>• Bodily Injury by Disease \$500,000 (policy limit)</li> <li>• Bodily Injury by Disease \$500,000 (each employee)</li> </ul>
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Professional Liability Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile Liability	\$1,000,000.00
<b>Aggregate Limits are per 12-month policy period unless otherwise indicated.</b>	

**3.9.2 Insurance Coverage.** At all times during the term of this Contract and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to

the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

**3.9.3 Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

**Required Coverage.** The City shall be an Additional Insured under this Contract, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Contract provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies, except professional liability, must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion. All certificates of insurance submitted by Contractor shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Commercial General Liability, Automobile Liability and Workers' Compensation/Employers' Liability policies. The Director will consider all other forms on a case-by-case basis.

**3.9.4 Notice. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

**3.10. WARRANTIES.** Firm's performance shall conform to the professional standards prevailing in Washington, D.C. with respect to the scope, quality, due diligence, and care of the services Firm provides under this Agreement. The Firm shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

**3.11. CONFIDENTIALITY – PROTECTION OF CITY'S INTEREST.** Firm, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest

confidence. Firm, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless authorized in writing by the Director. If Firm employs third party consultants or subcontractors in connection with its representation of the City, Firm shall obtain written agreements from such third parties which bind them to the terms in this Section.

### **3.12. USE OF WORK PRODUCTS**

3.12.1. The City may use all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Firm prepares or obtains under this Agreement.

3.12.2. Throughout the Term, Firm shall deliver the original Documents to the Director on request. Within five business days after this Agreement expires or is earlier terminated, Firm shall deliver to the Director the original Documents, and all other files and materials Firm produces or gathers during its performance under this Agreement. Firm may retain copies of any such Documents for its own use.

**3.13. LICENSES AND PERMITS.** Firm shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses required by this Agreement any statute, ordinance, rule or regulation, including but not limited to registration as a federal lobbyist in the District of Columbia. Firm shall immediately notify the Director of any suspension, revocation or other detrimental action against his or her license.

### **3.14. MINORITY AND WOMEN BUSINESS ENTERPRISES**

3.14.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 19% of the value of this Agreement to MWBEs ("Stated MWBE goal"). If the Contractor is a certified MBE or WBE, Contractor may count toward goals the work that it commits to perform with its own work force, capped at 50% of the total advertised goal. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them

3.14.2 For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. If the term of this Agreement exceeds one Contract Year and Contractor's MWBE participation level in a Contract Year is less than the Stated MWBE goal, then within 30 calendar days of the end of each Contract Year Contractor must provide a written explanation to both the Director and Office of Business Opportunity Director ("OBO Director") of the following: (1) the discrepancy between Contractor's MWBE participation level and the Stated MWBE goal, (2) the reason for the discrepancy, and (3) Contractor's good faith efforts (in accordance with the City's policy) towards achieving the Stated MWBE goal. As part of the good faith efforts assessment, the OBO Director may consider Contractor's failure to timely submit the notice or explanation required by this provision and the OBO Director may impose sanctions or other penalties on Contractor for said failures in accordance with Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy.

3.14.3 The OBO Director, in consultation with the Director, may review, at any time during the Term

of this Agreement, Contractor's progress toward attainment of the Stated MWBE goal(s), by reviewing the percentage of work to MWBE subcontractors and the payments Contractor has made to such MWBE subcontractors. If the OBO Director determines that Contractor is not in compliance with this Section of this Agreement, Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy, the OBO Director may:

- a. After consultation with the Director and the Chief Procurement Officer, determine whether any of the following actions should be taken and notify Contractor of such determination:
  - i. Enter a written agreement with Contractor allowing Contractor to cure the noncompliance matter;
  - ii. Suspend Contractor from engaging in any contract with the City for a period up to, but not to exceed, five years, pursuant to Section 15-86 of the City's Code of Ordinances, as may be amended from time to time; or
  - iii. Take any other appropriate remedy.

The determination of the OBO Director is final.

- b. Make a recommendation to the Director and the Chief Procurement Officer, to:
  - i. Withhold payment or reimbursement under this Agreement;
  - ii. Make a finding that Contractor is in default or has breached this Agreement;
  - iii. Determine not to renew this Agreement;
  - iv. Terminate for cause this Agreement; or
  - v. Take any other appropriate remedy.

#### 3.14.4 Contractor shall maintain records showing:

3.14.4.1 Subcontracts and supply agreements with Minority Business Enterprises;

3.14.4.2 Subcontracts and supply agreements with Women Business Enterprises; Subcontracts and supply agreements with Small Business Enterprises (if any); and

3.14.4.3 Written confirmation from MWBE subcontractors and suppliers that they are participants on the contract; and

3.14.4.4 Specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the OBO Director in the form and at the times he or she prescribes

#### 3.14.5 Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

3.14.5.1 [Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

3.14.5.2 Within five (5) business days of execution of this subcontract, Contractor [prime contractor] and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.

3.14.5.3 After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances

**3.15. COMPLIANCE WITH LAWS.** Firm shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

**3.16. COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE.** Firm shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Houston Code of Ordinances.

**3.17. PAY OR PLAY.** The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Firm has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

**3.18. DRUG ABUSE DETECTION AND DETERRENCE.**

3.18.1. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Firm while on City premises is prohibited. Firm shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office. For purposes of **Exhibits "C", "D", and "E"**, Firm shall be referred to as "Contractor".

3.18.2. Before the City signs this Agreement, Firm shall file with the City Contract Compliance Officer for Drug Testing ("CCODT"):

3.18.2.1. a copy of its drug-free workplace policy,

3.18.2.2. the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit "C"** together with a written designation of all safety impact positions and,

3.18.2.3. if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit "D"**.

If Firm files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Agreement (or on completion of this Agreement if performance is less than 6 months), a Drug Policy Compliance Declaration in a form substantially similar to

**Exhibit “E”.** Firm shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or, if no Notice to Proceed is issued, on the first day Firm begins work under this Agreement.

3.18.3. Firm also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Firm’s employee work force.

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

### **3.19. CONFLICTS OF INTEREST.**

3.19.1 Firm represents and warrants that after a thorough review pursuant to its normal conflict-checking procedures, as of the Effective Date, Firm represents that it does not have an actual or potential conflict of interest with the City. Firm shall not take any action knowingly that will raise a potential or actual conflict of interest between the City’s interests and the interests of other clients (or potential clients). In the event such action is taken, the Firm shall immediately notify the Director in writing or by phone and shall immediately take action to resolve the conflict in a manner favorable to the City.

3.19.2 If an actual or potential conflict arises between the City’s interests and the interests of other clients the Firm represents, the Firm shall immediately notify the City Attorney in writing. If the City Attorney consents to the Firm’s continued representation of the other clients, the City Attorney shall notify the Firm in writing. If the City Attorney does not issue written consent within three business days after receipt of the Firm’s notice, the Firm shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.

3.19.3 The scope of services includes monitoring regulatory matters and pending legislation, developing recommended action plans, briefing Members of Congress and for Exhibit ‘A’ communicating with the U.S. Conference of Mayors, the National League of Cities and other interest groups and federal regulatory agencies as directed by the Director on regulatory and legislative issues that could affect the City and for Exhibit “A-1” monitoring and advising on pending legislation, developing recommended action plans, and coordinating briefings for congressional members and staff to discuss key issues affecting the Houston Airport System (HAS). Communicate with trade associations, interest groups and federal regulatory agencies as required regarding regulatory and legislative issues that could affect HAS. However, if an ethical conflict presents due to an action taken by or a position asserted by a client of Firm, but not by any action taken or position asserted by Firm itself, this Agreement shall not require Firm to provide advice to the City regarding matters and policy relating to such conflict in which the City’s position is adverse to the position of the conflicted Firm clients.

3.19.4 The Firm shall not represent third parties in meetings or through electronic or telephonic communications before the City and/or with City officials throughout the Term of this Agreement and for twelve months after the termination or expiration of this Agreement, whichever occurs first.

**3.20 SYMBOLS.** Firm shall have no right to use the trademarks, symbols, trade names or name of the City, either directly or indirectly, in connection with any production, promotion service or

publication without the prior written discretionary consent of the Director.

**3.21 PUBLICITY.** Firm shall make no announcement or release of information concerning this Agreement until such release has been submitted to and approved in writing by the Director.

**3.22 NON-EXCLUSIVITY.** This Agreement does not create an exclusive right for Firm to perform all services relating to the subject of this Agreement. The City may procure and execute contracts with other entities for the same, similar, or additional services as those set forth in this Agreement.

**3.23 COMPLIANCE WITH STATE LAW REQUIREMENTS**

**3.20.1 ANTI-BOYCOTT OF ISRAEL.** Firm certifies that Firm is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

**3.20.2 ANTI-BOYCOTT OF ENERGY COMPANIES.** Firm certifies that Firm is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

**3.20.3 ANTI-BOYCOTT OF FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS.** Firm certifies that Firm does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

**3.20.4 CERTIFICATION OF NO BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS.** For purposes of Section 2252.152 of the Texas Government Code, Firm certifies that, at the time of this Agreement, neither Firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Firm, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.123 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.



### **3.24 PRESERVATION OF CONTRACTING INFORMATION. .**

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or City policy.

If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

### **3.25 ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND RELATED ACTIVITIES.**

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

## **ARTICLE 4. RIGHTS AND DUTIES OF CITY**

### **4.1. PAYMENT TERMS**

4.1.1. City shall pay Firm a fee of \$20,000.00 per month for Firm's services rendered under this Agreement plus Reimbursable Expenses not to exceed \$4,000.00 per year. For HAS, City shall pay Firm a fee of \$16,400.00 per month for Firm's services rendered under this Agreement plus Reimbursable Expenses not to exceed \$5,000.00 per year.

For the first month that this Agreement is in effect, the monthly fee shall be prorated from the Effective Date to the end of the month. Contractor must submit all invoices through the City's supplier management portal, SAP Business Network, as directed by the Director or CPO, unless the Parties agree to another method in writing signed by Contractor, the Director and the CPO. Contractor must submit separate invoices for tasks done for HAS. The fees must only be paid from Allocated Funds as provided below. The City shall pay on the basis of monthly invoices submitted by Contractor and approved by the Director, showing the services performed and the attendant fee. The City shall pay Contractor within 30 days of the receipt and approval of the invoices.

- 4.1.2. *Taxes.* The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Firm's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Firm if requested.
- 4.1.3. *Fees: Disputes.* If the Director disputes an invoice Firm submits for any reason, including lack of supporting documentation (as may be required by the Director in his sole discretion), the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Firm of the dispute and request remedial action. After the dispute is settled, Firm shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

#### **4.2. LIMIT OF APPROPRIATION**

- 4.2.1. The City's duty to pay money to Firm under this Agreement is limited in its entirety by the provisions of this Section.
- 4.2.2. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated **\$410,045.16** for services under this Agreement, comprised of \$185,400.00 from HAS and \$224,645.16 from the City's General Fund (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation") for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
  - 4.2.2.1. The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Firm a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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- 4.2.2.2. The Original Allocation plus all Supplemental Allocations are the “Allocated Funds”. This Agreement is not an allocation of funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Firm must assure itself that sufficient allocations have been made to pay for Services it provides. If Allocated Funds are exhausted, Firm’s only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

**4.3. ACCESS TO CITY DATA**

- 4.3.1. The City shall, to the extent permitted by law, allow Firm to access and make copies of documents (including electronically stored information) in the possession or control of the City or available to it that are reasonably necessary for Firm to perform under this Agreement.
- 4.3.2. The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Firm’s use.
- 4.3.3. For any raw data created, assembled, used, maintained, collected, or stored by the Firm for or on behalf of the City, Firm shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

**ARTICLE 5. TERM AND TERMINATION**

**5.1. CONTRACT TERM**

- 5.1.1. This Agreement is effective on Countersignature Date and remains in effect for two years (“Initial Term”), unless sooner terminated under this Agreement.
- 5.1.2. The Directors, in their sole discretion and subject to the availability of funds, may elect to extend the Agreement for one additional one-year term (“Renewal Term”) upon the same terms and conditions. To exercise a contract extension, the Directors shall provide written request to Firm (with a copy of the notice sent to the CPO) at least 30 days before expiration of the then-current term.

**5.2. TERMINATION FOR CONVENIENCE BY CITY**

- 5.2.1. The Director may terminate this Agreement at any time by giving 30 days written notice to Firm with a copy of the notice to the Chief Procurement Officer. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2.2. On receiving the notice, Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement and deliver all supplies and materials accumulated in performing this Agreement to a place designated by the Director. As soon as practicable after receiving the termination notice, Firm shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Firm for services actually performed, but not already paid for, in the same manner as prescribed in **Article 4** unless the fees exceed the allocated funds remaining under this Agreement.
- 5.2.3. RECEIPT OF PAYMENT FOR SERVICES RENDERED IS FIRM'S ONLY REMEDY FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. FIRM WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES, LOST PROFITS OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.
- 5.2.4. The rights and remedies of the City provided in **Section 5.2** are in addition to any other rights and remedies provided by law or under this Agreement.

### **5.3. TERMINATION FOR CAUSE BY CITY**

- 5.3.1. Any violation or breach of terms of this Agreement on the part of the Firm or its Subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties to this Agreement. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 5.3.2. If Firm defaults under this Agreement, the Director may either terminate this Agreement or allow Firm to cure the default as provided below. The City's right to terminate this Agreement for Firm's default is cumulative of all rights and remedies which exist now or in the future. Default by Firm occurs if:
  - 5.3.2.1. Firm fails to perform any of its material duties under this Agreement;
  - 5.3.2.2. Firm becomes insolvent;
  - 5.3.2.3. all or a substantial part of Firm's assets are assigned for the benefit of its creditors; or

- 5.3.2.4. a receiver or trustee is appointed for Firm.
- 5.3.3. If a default occurs, the Director may, but is not obligated to, deliver a written notice to Firm describing the default and the termination date. The Director, at his sole option, may extend the termination date to a later date. If the Director allows Firm to cure the default and Firm does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Firm does not cure the default before the termination date, then the Director upon notice of termination, may terminate this Agreement on the termination date, at no further obligation to the City, and pay Firm for all services performed, if any, through such date.
- 5.3.4. To effect final termination, the Director must notify Firm in writing. After receiving the notice, Firm shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, promptly cancel all orders or subcontracts chargeable to this Agreement and deliver all supplies and materials accumulated in performing this Agreement to a place designated by the Director.
- 5.3.5. In the event of termination due to Firm's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, Firm shall be liable to the City for any additional cost occasioned to the City thereby.
- 5.3.6. If after termination for failure to fulfill contract obligations, it is determined that the Firm had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, payment shall be made as provided in **Section 5.2**.
- 5.3.7. The rights and remedies of the City provided in **Section 5.3** are in addition to any other rights and remedies provided by law or under this Agreement.
- 5.4. TERMINATION FOR CAUSE BY FIRM.** Firm may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Firm wishes to terminate the Agreement, then Firm must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Firm, at its sole option, may extend the proposed termination date to a later date, not to exceed 30 days. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Firm may terminate its performance under this Agreement on the termination date.

## **ARTICLE 6. MISCELLANEOUS**

- 6.1. RELATIONSHIP OF THE PARTIES.** Firm shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

- 6.2. SEVERABILITY.** If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.
- 6.3. ENTIRE AGREEMENT.** This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.
- 6.4. WRITTEN AMENDMENT.** Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Firm. The Director is only authorized to perform the functions specifically delegated to him in this Agreement.
- 6.5. APPLICABLE LAWS.** This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 6.6. NOTICES.** All notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in **Section 1.1.** of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.
- 6.7. CAPTIONS.** Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.
- 6.8. NON-WAIVER**
- 6.8.1. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- 6.8.2. An approval by the Director, or by any other employee or agent of the City, of any part of Firm's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.
- 6.9. INSPECTIONS AND AUDITS**
- 6.9.1. City representatives have the right to perform, or have performed, (i) audits of Firm's books and records, and (ii) inspections of all places where work is undertaken in connection with this Agreement.
- 6.9.2. Firm shall keep its books and records available for this purpose for at least seven years after this Agreement terminates. If the books and records are located outside of Harris County, Texas, Firm agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

- 6.10. ENFORCEMENT.** The City Attorney may enforce all legal rights and obligations under this Agreement without further authorization. Firm shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Firm's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.
- 6.11. AMBIGUITIES.** If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.
- 6.12. SURVIVAL.** Firm shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.
- 6.13. PARTIES IN INTEREST.** This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Firm only.
- 6.14. SUCCESSORS AND ASSIGNS.** This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets as set out in **Section 6.16**. This Agreement does not create any personal liability on the part of any employee, officer, or agent of the City.
- 6.15. BUSINESS STRUCTURE AND ASSIGNMENTS**
- 6.15.1. Firm shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Firm shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
- 6.15.2. Firm shall not delegate any portion of its performance under this Agreement without the Director's prior written consent, which consent shall not be unreasonably withheld.
- 6.16. ACCEPTANCE AND APPROVALS.** Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Firm, its employees, agents, subcontractors, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Firm, its employees, agents, subcontractors, or suppliers pursuant to this Agreement.
- 6.17. REMEDIES CUMULATIVE.** Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future consistent with this Agreement. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.
- 6.18. FIRM DEBT.** IF FIRM, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CODE OF

ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT FIRM HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY FIRM IN WRITING. IF FIRM DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FOR ANY PAYMENTS OWED TO FIRM UNDER THIS AGREEMENT, AND FIRM WAIVES ANY RECOURSE THEREFOR. FIRM SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

## **ARTICLE 7. HAS PROVISIONS FOR EXHIBIT "A-1" SCOPE**

**7.01 TITLE VI ASSURANCES.** Contractor shall comply with applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 CFR Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Exhibit "F" attached and incorporated herein.

**7.02 AIRPORT SYMBOLS.** Contractor shall have no right to use the trademarks, symbols, trade names or name of the City, either directly or indirectly, in connection with any production, promotion service or publication without the prior written discretionary consent of the Director

### **7.03 AIRPORT SECURITY AND BADGING**

**7.03.1** Contractor shall comply with all Houston Airport System (HAS), Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and any other governmental agency security directives, rules and regulations. The FAA and/or the TSA may assess fines and/or penalties for the Contractor's non-compliance with the provisions of Title 49 Code of Federal Regulations, Parts 1540 and 1542, as amended from time to time, or by other agencies for non-compliance with laws or regulations applicable to the Contractor's operations. Within ten (10) days of notification in writing, Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.

**7.03.2** Contractor shall be responsible for any requirements (and costs associated therewith) of the Federal Aviation Administration, Department of Homeland Security (DHS), and the Houston Airport System (as applicable) regarding employee background checks and badging.

### **7.04 FEDERAL PROVISIONS**

**7.04.1 Exhibits "G" and "H" apply to the scope of work provided in Exhibit "A-1".**

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## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

The Firm shall perform the following services in coordination with the Director:

1. Coordinate meetings and visits by City officials to the District of Columbia.
2. Monitor and keep IGR informed of existing and proposed federal legislative and regulatory policy issues and actions that would positively or negatively impact City interests.
3. Proactively identify opportunities to develop legislation and regulations that will benefit the City.
4. Prepare comments or otherwise respond to proposed regulatory changes and other Executive Branch actions that may impact the City.
5. Assist with the development of the City's annual federal agenda and develop strategies necessary for its implementation.
6. Serve as a liaison with the Houston congressional delegation and staff, the U.S. Congress, congressional committees, the executive branch and other federal government officials.
7. Proactively promote City positions on policy matters to elected officials, their staffs, and other decision makers through personal contact, written testimony, or verbal testimony.
8. Prepare letters in support of City positions to members of Congress, congressional committees, federal agencies and other key stakeholders for the Mayor's or Director's signature.
9. Provide copies of bills, amendments, committee reports and analyses, regulations or other information reasonably available, which may be pertinent to City interests.
10. Draft and manage passage of legislation.
11. Prepare testimony to be presented by City officials before legislative or regulatory bodies.
12. Arrange and attend meetings and help establish relationships between federal legislators or federal agency representatives and City staff.
13. Proactively identify opportunities to obtain grants for capital projects, including airport-related projects.
14. Advise and assist in the preparation of federal appropriations requests and submit on behalf of the City in accordance with Congressional deadlines.
15. Develop and participate in strategic coalitions with associations and governmental and business organizations to further the City's federal agenda and interests.
16. Register, on behalf of the City, with the necessary federal offices and agencies, and comply with all reporting requirements mandated by the Lobbying Disclosure Act, and any other legal requirements.

17. Provide frequent written updates to the City on activities related to all items listed above, and provide a written weekly report of recent and upcoming activities and actions in Congress and federal agencies.
18. Perform other legal services as required by the Director and the City of Houston Legal Department.
19. The Firm shall provide up to 10 hours annual pro bono legal services in representation before regulatory agencies, commentary on federal rules, or providing assistance on federal legal issues to the City's Legal Department.

## **EXHIBIT "A-1"**

### **Scope of Services Akin Gump**

1. Schedule briefings in Washington, D.C. and Houston for members of Congress and congressional staff with Houston Airport System (HAS) officials regarding issues of importance to HAS such as Open Skies, U.S. Customs and Border Protection (CBP) and Transportation Security Administration staffing, Houston Spaceport, grant funding opportunities, airport security enhancements, environmental sustainability initiatives, and implementation of Next Gen.
2. Monitor developments on homeland security and other legislation of interest to HAS as well as associated regulations, programs and policies and advise HAS of opportunities and risks related to such development.
3. Monitor the legislative agenda of HAS trade associations and respond in a timely manner on behalf of HAS.
4. Monitor FAA authorization legislation and full funding of airport infrastructure program and advocate on behalf of HAS's interests.
5. Identify federal funding opportunities for development at Houston airports and Houston Spaceport and develop and implement strategies for pursuing such funding.
6. Advocate for additional CBP and TSA officers and canine teams for George Bush Intercontinental Airport/Houston (IAH) and William P. Hobby Airport (Hobby) and identify opportunities to secure federal funding for new technologies to expedite clearance of passengers through Customs.
7. Advocate for programs and policies that foster the commercial space industry.
8. Identify opportunities for attracting government contractors to Ellington Airport (EFD), including coordinating with Ellington Joint Reserve Base and the Department of Defense, and the Texas Military Preparedness Commission and securing federal and state funds for military construction.
9. Continue to develop and implement strategies for attracting new military commands and commercial development activities at EFD and Houston Spaceport.
10. Register, on behalf of HAS, with the necessary federal offices and agencies, and comply with all reporting requirements mandated by the Lobbying Disclosure Act, and any other legal requirements.
11. Other lobbying activities required by the Director.

The firm shall also provide up to 10 hours annual pro bono legal services in representation before regulatory agencies, commentary on federal rules, and/or aid on federal legal issues to the City's legal department.

**EXHIBIT “B”****FIRM'S PERSONNEL**

The Firm represents that the following persons will have the responsibility for providing the above services to the City:

<b>Name</b>	<b>Title</b>	<b>Role</b>
Susan Lent	Partner	Client Lead and Relationship Manager
Geoff Verhoff	Senior Advisor	Congressional and Executive Outreach
David Schwieter	Senior Advisor	Congressional Outreach
Ileana Ros-Lehtinen	Senior Advisor	Congressional Outreach
Zach Paulsen	Senior Advisor	Congressional Outreach
Ed Pagano	Partner	Congressional Outreach
Hans Rickhoff	Partner	Congressional Outreach
Jose Borjon	Senior Policy Advisor	Congressional Outreach
Jeffrey McMillen	Partner	Tax Policy Expertise
Sam Olswager	Senior Advisor	Congressional Outreach
Dory Gillmer	Public Policy Specialist	Legislative and Regulatory Monitoring

Subject to **Section 3.3**, other partners, associates, in-house consultants, and legal assistants may perform services on the City's behalf.

EXHIBIT C

DRUG POLICY COMPLIANCE AGREEMENT

I, Susan Lent, Partner as an owner or officer of  
(Name) (Print/Type)  
(Title)  
Akin Gump Strauss Hauer & Feld LLP (Contractor)  
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.


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

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

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

May 22, 2025  
Date

Contractor Name  
Susan Lent

Signature  



Title  
Partner

EXHIBIT D

Contractor's Certification of No Safety Impact Positions  
In Performance of a City Contract

I, Susan Lent, Partner as an owner or officer of  
(Name) (Print/Type) (Title)  
Akin Gump Strauss Hauer & Feld LLP (Contractor) have authority to bind the Contractor with  
respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive  
Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately  
notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City  
Contract.

May 22, 2025  
Date

Contractor Name Susan Lent  
Signature   
Title Partner

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS

I, Susan Lent, Partner as an owner or officer of  
(Name) (Print/Type) (Title)  
Akin Gump Strauss Hauer & Feld LLP (Contractor) have authority to bind the Contractor with  
respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a  
calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-  
31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving  
job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result  
in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the  
public.

May 22, 2025  
Date


Contractor Name Susan Lent  
Signature   
Title Partner

EXHIBIT E  
DRUG POLICY COMPLIANCE DECLARATION

I, Susan Lent, Partner as an owner or officer of  
(Name) (Print/Type) (Title)  
Akin Gump Strauss Hauer & Feld LLP (Contractor)  
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from N/A to N/A 20 25

SHL A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the  
Initials the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).  
SHL Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and  
Initials  
SHL Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.  
Initials  
SHL Appropriate safety impact positions have been designated for employee positions performing on the City of Houston  
Initials contract. The number of total employees on safety impact positions during this reporting period is zero

SHL From N/A to N/A the following testing has occurred:  
Initial (start date) (end date)  
Reasonable Post  
Random Suspicion Accident Total

Number of Employees Tested	N/A	N/A	N/A	N/A
Number of Employees Positive	N/A	N/A	N/A	N/A
Percent Employees Positive	N/A	N/A	N/A	N/A

SHL Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy  
Initials and Executive Order No. 1-31.  
SHL I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines  
Initials will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

May 22, 2025  
Date Contractor Name Susan Lent  
Signature Susan Lent  
Title Partner

## EXHIBIT "F"

### TITLE VI: NON-DISCRIMINATION

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations - The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation ("DOT") 49 CFR Part 21, as may be amended from time to time ("Regulations"), which are incorporated by reference and made a part of this Agreement.
2. Non-discrimination - The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment - In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the non-discrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
  - 5.1. withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
  - 5.2. cancellation, termination, or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions - The Contractor shall include the provisions of paragraphs 1-5



above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. If the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States of America to enter into such litigation to protect the interests of the United States.

## EXHIBIT "G"

### FEDERAL CONTRACT PROVISIONS NON-AIP FUNDED AGREEMENT

As used in this Exhibit, the term "contractor" or "Contractor" shall refer to Consultant. Consultant shall include the provisions of set out in this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto to the extent applicable

#### I. GENERAL CIVIL RIGHTS PROVISIONS

Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and subtier contractors/consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 — 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).