

STATEMENT OF FIRM POLICIES

We appreciate your decision to engage Akin Gump Strauss Hauer & Feld LLP (“**Akin Gump**”) and look forward to continuing our relationship with you. Our engagement is limited to the matter identified in the foregoing engagement letter (“Engagement Letter”) which is attached to this statement of firm policies (“Statement of Firm Policies”) is attached. Except as may be modified by the foregoing Engagement Letter, the following summarizes, documents, and formalizes our billing practices and certain other terms that will apply to our engagement (“Engagement”).

1. Fees

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

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the individuals in our firm who perform the services. To facilitate this determination, we internally assign to each individual an hourly rate based on these factors. When selecting individuals to perform services for a client, we generally seek to assign those having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility required for each matter. Of course, our internal allocation of values for personnel time changes periodically (at least annually) to account for increases in our cost of delivering services, other economic factors, and the augmentation of a particular individual’s ability, experience and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one-tenth hour (six-minute) increments.

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences between client and Akin Gump personnel, consultants, and others; conferences among our personnel; factual investigation; research; responding to clients’ requests for us to provide information to their auditors in connection with reviews or audits of financial invoices; drafting of letters, op-eds, articles, and other documents; and travel time.

2. Expenses

In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on behalf of the client and our internal charges (which may exceed direct costs) for certain support activities. Advanced costs generally will include such items as travel expenses and

fees for postage and the like. Our internal charges typically cover such items as long-distance telephone calls, facsimile transmissions, messenger services, overnight courier services, terminal time for computer research, secretarial overtime and photocopying or printing materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client. Any and all expenses in excess of five thousand U.S. Dollars (\$5,000.00) must be approved by Client prior to its expenditure by us. (This does not include attorney's fees).

During the course of our Engagement and/or work, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include such things as media consultants, investigators, and providers of searches of governmental records and filings. We will consult with you before hiring any such third parties and will only hire such third parties after we have received written permission from you to do so.

3. Billings

We bill monthly throughout the Engagement with the City of Laredo, and our monthly statements are due within thirty days after your receipt thereof. Our statements contain a concise summary of each matter for which services were rendered and a fee was charged.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as the client requires and in such customary form that it desires, and are willing to discuss with our clients any of the various billing formats we have available that best suits their needs.

If any monthly statement is not paid within sixty (60) days after the original statement date, we reserve the right to discontinue services on all pending matters for you until all of your accounts with us have been brought current. Additionally, if any statement is not paid within sixty (60) days from the date of the original statement, we may, by written notice to you on a subsequent statement or otherwise, declare the overdue account to be delinquent. We have no obligation to declare any account delinquent. If we declare an account to be delinquent, the amount owing on that account will accrue interest at a rate equal to one percent (1%) per month (a 12% annual percentage rate) from the date of our delinquency notice to you until the balance is paid in full, but in no event shall such rate exceed the maximum rate permitted by applicable law. Any payments made on past due statements are applied first to interest, if any, and then to the account balance, beginning with the oldest outstanding statement. In addition, we are entitled to attorneys' fees and costs if collection activities are necessary.

4. Scope of Engagement

We will provide services of the kind generally described in the Engagement letter that accompanies this attachment. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, or to advise you about changes in the law that might affect you unless

otherwise specified in the Engagement Letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. Akin Gump personnel typically have several client matters pending and are required to coordinate the scheduling of activities required for each pending client matter.

5. Necessary Information

It is anticipated that you and any other entities affiliated with you will furnish us promptly with all information that we deem to be required to perform the services described in our Engagement Letter, including financial statements from qualified accountants and auditors, as appropriate, and documents prepared by other consultants employed by you in connection with prior or other matters. You will make such business or technical decisions or determinations as are appropriate to carry out our Engagement.

Our Engagement is premised and conditioned upon your representation that you are not aware of any material facts or current or historical problem (involving such matters as court orders, injunctions, cease and desist orders, judgments, liabilities, litigation, administrative proceedings, crimes, prosecutions, bankruptcies or securities violations) on the part of any person to be connected with you that you have not fully disclosed to us. You understand that the accuracy and completeness of any document (including securities disclosure documents, litigation pleadings and court filings) prepared by us is dependent upon your alertness to assure that it contains all material facts relating to the subject and purpose of such document and that such document must not contain any misrepresentation of a material fact nor omit information necessary to make the statements therein not misleading. To that end, you agree to review all documents prepared by us for their factual accuracy and completeness prior to any use thereof. You also acknowledge that this responsibility continues through our Engagement in the event that such document becomes deficient in this regard. You hereby represent and warrant that any material, information, reports and financial statements, whether rendered orally or in writing, furnished to us by you will be accurate, and that we may rely upon the truth or accuracy of such information.

6. Confidentiality and Conflicts

Akin Gump is a large law firm with multiple offices around the world. Because of the firm's size and geographic scope, as well as the breadth and diversity of our practice, other present or future clients of the firm inevitably will have contacts with you. Accordingly, to prevent any future misunderstanding and to preserve the firm's ability to work on behalf of you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

Unless we have your specific agreement that we may do so, we will not work for another client in a matter that is substantially related to a matter on which we are working for you and in which the other client is adverse to you. We understand the term "matter" to refer to transactions, negotiations, proceedings and other representations involving specific parties.

In the absence of a conflict as described above, you acknowledge that we will be free to represent any other client either generally or in any matter in which you may have an interest,

including an adverse interest, without notifying you or seeking your consent. You further understand and acknowledge that the firm may, or may not, already be representing such clients in such matters.

We agree to maintain the confidentiality of any client confidences and will not disclose or use them without your consent, unless as permitted or required by law. We may obtain nonpublic personal information about you in the course of our work. We restrict access to your nonpublic personal information to firm personnel who need to know that information in connection with our work and, as appropriate, third parties assisting in that work.

We will not disclose to you or use on your behalf any documents or information with respect to which we owe a duty of confidentiality to another client or person.

The fact that we may have your documents and/or information that may be relevant to another matter in which we are representing another client will not prevent us from representing that other client in that matter without any further consent from you. In such a case, we may put in place screening and other arrangements to ensure that the confidentiality of your documents and/or information is maintained. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties to the matter or any material change in its nature. We must also run a new conflicts check before undertaking any new matters with you.

7. Termination of Engagement

Notwithstanding any applicable rule or other law compelling Akin to withdraw from providing services within less than a designated notice period, either party shall have the right to terminate this agreement after written notice to the other party with thirty (30 days written notice).

8. Fee Disagreement & Sole Remedies Clause & No Arbitration

In the event that you believe any statement for our services is erroneous for any reason, you shall notify us of the same within ten business days after receipt of such statement stating the basis for your belief. If an agreement cannot be reached with respect to the amount owed, you agree to promptly pay the non-disputed portion of our statement. The **sole remedy** for any dispute related to this Engagement, including, but not limited to, the unpaid portion in the aforementioned example, is the filing of a lawsuit in a State District Court in Laredo, Webb County, Texas. Arbitration is not forum agreed upon by the parties located in the city where our office rendering such services is located.

9. Governing Law

The Engagement Letter and the Statement of Firm Policies are governed solely by the Laws of the State of Texas.

10. Record Retention

Following termination of a matter, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential pursuant to paragraph 6 above. Upon your request, we will return to you documents and materials that you provided to us in connection with our work. You hereby acknowledge and agree that if you do not instruct us to have your client file returned to you, we will retain it for a reasonable time period (presently ten years) pursuant to the Firm's then current Record Retention Policy, after which, we will be free to destroy at our discretion, without further notice to you, any portion of the file left with us that we are not legally required to preserve. Clients may be charged shipping costs for the return of client files. The responsible attorney should determine if it is appropriate depending upon the size of the matter and the extent of the likely cost to the firm. If you instruct us to return your file to you, we reserve the right to retain materials pertaining to each matter, including administrative and accounting records, conflicts and new business intake materials, routine internal documents, attorney notes, firm form files, communications, and other materials intended for our internal use or that we are prohibited from providing to you by law, court order or third-party agreement. By agreeing to and accepting the terms of this letter, you agree to keep us informed of your most current address during the stated retention period.

11. Miscellaneous

The Engagement Letter together with this Statement of Firm Policies constitutes our entire understanding and agreement with respect to the terms of our Engagement and supersedes any prior understandings and agreements, written or oral. If any provision of our Engagement letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. Our Engagement Letter may only be amended in writing by the parties hereto.

Your agreement to this Engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

This Statement of Firm Policies is entered into on this the ____ day of _____, 2023 and is agreed to by all parties as follows:

Akin Gump Strauss Hauer & Feld, LLP
Provider of Legal Services

By: _____


Signature

HANS RECKERT
Print Name of Signer

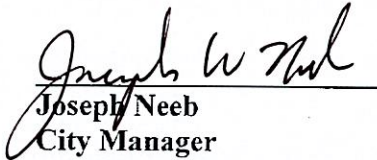
PARTNER
Title: _____ & Authorized Signer

CITY OF LAREDO, TEXAS

Client

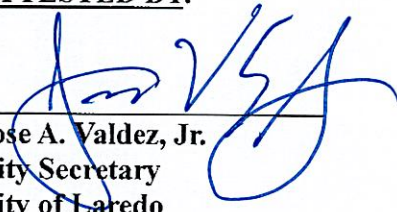


Dr. Victor D. Treviño
Mayor
City of Laredo

 Date: 9-26-23

Joseph Neeb
City Manager
City of Laredo

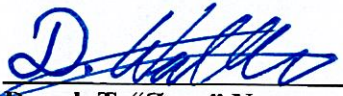
ATTESTED BY:



Jose A. Valdez, Jr.
City Secretary
City of Laredo



APPROVED AS TO FORM BY:

For 

Doanh T. "Zone" Nguyen
City Attorney
City of Laredo

Akin Gump Strauss Hauer & Feld LLP
Robert S. Strauss Tower
2001 K Street, N.W.
Washington, DC 20006

T +1 202.887.4000
F +1 202.887.4288
akingump.com

Akin

Hans Christopher Rickhoff
+1 202.887.4145/fax: +1 202.887.4288
hrickhoff@akingump.com

September 1, 2023

Daniel L. Walter
Assistant City Attorney
City of Laredo
1110 Houston St. 3rd Floor
Laredo, TX 78040

VIA E-MAIL

Re: Confirmation Letter

Dear Daniel:

This letter is to confirm our continued representation of the City of Laredo in connection with advancing the City of Laredo's legislative and lobbying objectives. The firm appreciates your confidence in us, and we look forward to working with you.

Akin will bill the City of Laredo a fixed fee monthly retainer of \$16,000.00 ("Total Annual Fee" is \$192,000.00) effective September 1, 2023.

In addition to the Total Annual Fee in the amount of \$192,000.00 payable to Akin in twelve (12) monthly installments of \$16,000.00, the City will be also pay for Akin's monthly expenses ("Monthly Expenses") related to the representation during that same twelve (12) month period; however the total annual cost ("Total Annual Cost") of Akin's representation of the City of Laredo, including and limited to the Total Annual Fee Amount of \$192,000.00 and Akin's Monthly Expenses, shall not exceed \$240,000.00 and the City is not obligated to pay for any and all of Akin's Monthly Expenses and/or any other amounts during the representation in excess of the \$240,000.00 limit. We can revisit this arrangement after 12 months to ensure it is appropriate for the City of Laredo and Akin.

We very much appreciate your continued confidence in the firm and look forward to our continued work together.

Sincerely,



Christopher Rickhoff
Partner