

**CITY OF SUGAR LAND STANDARD FORM
OF CONTRACT FOR LEGAL SERVICES**

This Contract (Contract) is made between the City of Sugar Land, Texas, and Outside Counsel. The parties agree as follows:

1. Outside Counsel. Outside Counsel is Munsch, Hardt, Kopf & Harr, P.C.:

Lead Attorneys are: Tom Barber
 700 Milam Street, Suite 2700
 Houston, Texas 77002-2806
 Main Number: 713.222.1470
 Email: tbarber@munsch.com

 Ben Wheatley
 303 Colorado Street, Suite 2600
 Austin, Texas 78701-3924
 Direct Number: 512.391.6112
 Email: bwheatley@munsch.com

2. City Representative. Outside Counsel will work directly with and is subject to the direct supervision and control of the following designated City Representative(s):

Meredith Riede, City Attorney

The City's City Attorney must:

- (a) Be invited to participate in all meetings and telephone conferences;
- (b) Provided with copies of all correspondence; and
- (c) Be copied on all emails.

The City Attorney's contact information is as follows:

Meredith Riede, City Attorney
P.O. Box 110
Sugar Land, TX 77487-0110

Phone: 281-275-2715
Email: mriede@sugarlandtx.gov

3. Description of Engagement.

Legal representation in lawsuit – SECOA, Inc. v. City of Sugar Land

4. Compensation. Outside Counsel will be compensated as provided in the attached Exhibit A. Outside Counsel may not increase hourly rates as provided in this paragraph during the term of this Contract without the prior written consent of the City. Invoices received from Outside Counsel with an increased hourly rate that has not received the prior written consent of the City will be adjusted to the hourly rate established by this Contract and previously approved in writing by the City.

5. Maximum Contract Amount. The City will not be liable to Outside Counsel for any services or expenses that collectively exceed **\$350,000** if not approved in writing in advance by the City.

6. Term and Termination. This agreement is effective on the latest date of the dates signed by the parties. The agreement terminates when all the services requested by the City have been provided and the City has paid for those services. The City may terminate this Contract during its term at any time for the City's own convenience by giving written notice to Outside Counsel. The City will pay the Outside Counsel for all services rendered in accordance with this Contract to the date of termination.

7. Performance of Services. Where Outside Counsel is required to attend a meeting relating to the Engagement, Outside Counsel will provide only one attorney to attend the meeting, unless Outside Counsel obtains the City Attorney's prior consent to provide additional staff. Outside Counsel will not bill and the City will not pay for additional attorneys or staff to attend a meeting unless approved in advance by the City Attorney. Furthermore, Outside Counsel will not bill and the City will not pay for any duplicative services, whether performed by more than one attorney, paralegal or a combination of both, without the City's Attorney's prior consent.

8. Billing and Payment. All bills, billing, and payments for services rendered under this Contract will comply with this Contract and the provisions described in Exhibit B.

9. Methods of Communications and Documents. For efficiency, tracking, and to control costs, Outside Counsel will communicate with and provide documents generated by Outside Counsel to the City Representative(s) by email except where another form of communication requires an immediate response, for a discussion of strategy, security is an issue, or similar requirements.

10. Exhibits. The following described documents are attached to and are part of this Contract:

Exhibit A - Hourly rates and Charges

Exhibit B - Billing and Payment Requirements and Procedures

Exhibit C - Certificate of Interested Persons with Certificate of Filing (HB 1295)

Exhibit D - HB 89 Verification

CITY OF SUGAR LAND

By:

Title:

Date:

OUTSIDE COUNSEL

By

Title:

Date:

APPROVED AS TO FORM:

Meredith Riedel

Exhibit A

Rates:

Shareholders:

Ben Wheatley \$325/hour

Tom Barber \$325/hour

Associates \$275/hour

Legal Assistants \$150/hour

Exhibit B

Billing and Payment Requirements and Procedures

A. General. The City has retained Outside Counsel in part because of Outside Counsel's expertise and overall knowledge of the law in the matters assigned to Outside Counsel. Therefore, the City does not expect to be billed for any basic legal research to educate Outside Counsel or its staff in the general law relating to the matter. The City will not be billed for more than one attorney to attend meetings or hearings relating to the Engagement, unless Outside Counsel receives prior approval of the City Representative.

B. Bills Descriptions. All bills submitted to the City must include the following:

1. The date the service was provided.
2. A description of the service provided
3. The time spent on the service.
4. The person or the position of the person who performed the service.
5. The total amount being billed for the listed service (time x billing rate = amount)
6. The total amount that has been billed to date by Outside Counsel for the engagement.

C. Outside Counsel Review. Outside Counsel will review each bill to be submitted to the City to insure that each item of service was provided, that the service was necessary to the performance of the Engagement, that the time spent on the service was reasonable, and that the service and the billing complies with the terms of this Contract. Outside Counsel will sign and date the bill indicating that the required review and determination has been performed. The City will not pay Outside Counsel for reviewing a bill or responding to the City's questions regarding a bill.

D. Submission of Billing. Unless directed otherwise by the City Representative, the bill should contain a general description of the engagement, the name of the City Representative, and shall be sent to:

Accounts Payable,
Finance Department
City of Sugar Land
P.O. Box 110
Sugar Land, TX 77487-0110

E. Monthly Billings. Outside Counsel's bills will be submitted to the City monthly and are payable within 30 days of receipt of a bill that is submitted in compliance with the requirements

of this Contract. All payments to be made by the City, including the time of payment and the payment of interest on overdue amounts will be paid in accordance with Chapter 2251 of the Government Code.