

**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:

Name: Olson & Olson LLP
Address: Wortham Tower, Suite 600
2727 Allen Parkway
Houston, TX 77019-2133
Phone: 713-533-3800
Fax: 713-533-3888

The lead attorney is Pat Hayden.

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):

Eugenia Cano, First Assistant 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:

Eugenia Cano, First Assistant City Attorney
P.O. Box 110
Sugar Land, TX 77487-0110

Phone: 281-275-2715
Email: ecano@sugarlandtx.gov
Fax: 281-275-2335

3. Description of Engagement. Outside Counsel will provide legal services related to the lawsuit styled Burney Road Municipal Utility District vs. City of Sugar Land, 18-DCV249190.

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 \$150,000 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- Outside Counsel Hourly Rates and Charges
- Exhibit B- Billing and Payment Requirements and Procedures
- Exhibit C – Evidence of filing of Form 1295
- Exhibit D – HB 89 certificate

CITY OF SUGAR LAND

By: _____

Title: _____

Date: _____

OUTSIDE COUNSEL

By: 

Title: Managing Partner

Date: 9/14/2018

APPROVED AS TO FORM:

Meredith Reed