

## 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: George Staples Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
Address: 6000 Western Place, Suite, Suite 200  
I-30 at Bryant Irvin Road  
Fort Worth, Texas 76107  
Phone: (817) 332-2580  
Email: [gstaples@toase.com](mailto:gstaples@toase.com)  
Fax: (817) 332-4740

**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](mailto:mriede@sugarlandtx.gov)  
Fax: 281-275-2335

**3. Description of Engagement.** Outside Counsel will represent the City of Sugar Land in the matter of Van Der Grinten and Dalton v. Sugar Land, et al.; *Cause No. 17-DCV-238872*.

**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 \$49,500 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- Executed Letter of Representation dated February 15, 2017

Exhibit B-Billing and Payment Requirements and Procedures

**CITY OF SUGAR LAND**

By:

Title: First Assistant City Manager

Date: 2/21/17

**OUTSIDE COUNSEL**

By

Title:

Date:

APPROVED AS TO FORM:

Meredith Riede

## Exhibit A



TAYLOR · OLSON · ADKINS · SRALLA · ELAM  
LLP  
ATTORNEYS & COUNSELORS

6000 WESTERN PLACE, SUITE 200  
1-30 AT BRYANT IRVIN ROAD  
FORT WORTH, TEXAS 76107  
EMAIL: TOASE@TOASE.COM

TELEPHONE: (817) 332-2580  
TOLL FREE: (800) 318-3400  
FACSIMILE: (817) 332-4740  
WEBSITE: WWW.TOASE.COM

WAYNE K. OLSON  
EXT. 210  
[wolson@toase.com](mailto:wolson@toase.com)

February 15, 2017

<sup>ie</sup>  
Meredith Reide  
City Attorney  
City of Sugarland <sup>Land</sup>  
2700 Town Center Blvd. North  
Sugar Land, Texas 77479

RE: Legal Services for *Van Der Grinten and Dalton v. Sugarland, et al* <sup>Land</sup>

Dear Ms. <sup>ie</sup>Reide:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the confidence that you have shown in us by selecting our firm to assist the City with the above referenced lawsuit. We will do everything within our power to justify the trust that you have shown in us by selecting us as your legal representative.

The purpose of this Letter Agreement is to establish the attorney/client relationship which will permit us to claim privilege from discovery on certain types of communications involving this litigation matter. This Letter Agreement will be effective from the date it is executed by the City until such time as the City may decide to seek other representation, or until written notification is sent by either party that the terms of this agreement are no longer acceptable. This Letter Agreement will also govern future litigation matters and special projects for which the City may choose to engage us. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this agreement, our law firm will provide the City with representation on the following basis. George Staples will serve as the primary attorney working on this matter. The City shall pay the law firm \$260 an hour for Mr. Staples and partner time, \$205 an hour for associates and \$95 an hour for paralegal work. Administrative assistants will be billed at a rate of \$25 per hour.

We are conscious of the fact that legal fees on a substantial matter can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, and utilizing legal assistants, administrative assistants, and law clerks whenever practical. Moreover, when unforeseen extraordinary fees or expenses appear necessary, we will consult with you beforehand when time permits.

All out-of-pocket expenses incurred by us in connection with this representation are billed to you as a separate item on your monthly statement. Additional details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt. Any owed amounts that are not paid within 30 days will bear interest at the rate of one percent per month. However, there may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. However, we reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in our representation of the City.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. I also wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900.

If these terms are acceptable, please sign in the space indicated below and return one letter to our office for our records. The second letter is for your files. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to be of service to you, and I look forward to a mutually beneficial relationship.

Sincerely,

TAYLOR, OLSON, ADKINS, SRALLA  
& ELAM, L.L.P.

By: WKO  
Wayne K. Olson

WKO:kb

APPROVED AND ACCEPTED:

Meredith Riede  
Meredith Riede, City Attorney  
Date: 2/21/17

## **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.