

STATE OF TEXAS §
COUNTY OF HAYS §

AGREEMENT FOR LEGAL SERVICES

The Law offices of Davidson Troilo Ream & Garza, P.C. (Law Firm) is hereby contracted to perform legal on an as needed basis in connection with providing legal advice and opinions, prosecuting, defending, or drafting documents on behalf of the CITY OF KYLE, HOUSING AUTHORITY (KHA).

1. The KHA engages the Law Firm on an as needed basis for general representation, special projects, litigation and all other legal needs of KHA. The KHA General Counsel, in consultation with the KHA Director, Board of Directors and/or Mayor, shall direct any work required to be completed.
2. This Agreement shall be effective on December 15, 2016 after being duly approved by the KHA Board of Directors. Agreement may be terminated with ten (10) days notice by either party.
3. Richard Crozier and Jessie Lopez will be the lead attorneys in the Representation of the KHA and coordinate all work with Frank Garza. The KHA may call, write or e-mail Richard Crozier, Jessie Lopez or Frank Garza whenever the KHA has any questions about the Representation. Other attorneys from the Law Firm, as listed in Section 5, are authorized to participate in the Representation of the KHA.
4. Hourly rates for services, and in connection with the Representation, noted for each authorized individual at the following hourly rates:

General Representation and Special Projects:

Frank J. Garza	\$220.00/Hour
Richard Crozier	\$200.00/Hour
Jessie Lopez	\$170.00/Hour
Richard Lindner	\$170.00/Hour

Litigation:

Preparation Time – Attorneys	\$200.00/Hour
Court Room Time – Attorneys	\$225.00/Hour

Support:

Paralegal/Law Clerk	\$ 70.00/Hour
Copies	.10/per copy
Clerical staff	No Cost
Delivery Expenses	At Cost
Travel Time	½ Hourly Rate
Mileage to Meetings	IRS Cost
Electronic Research	\$15/Hour

5. **Non-Compensable Fees:** Fees for the following tasks or activities will not be compensated unless specifically authorized in writing by the KHA Director:
 - a. Services that are clerical in nature, such as word processing, regardless of who performs such services or at what rate they are performed (normal, temporary or overtime);
 - b. Repetitive file review;
 - c. Duplicative tasks;
 - d. File or document organization;
 - e. Preparing and processing invoices;
 - f. Responding to audit inquiries;
 - g. Conferences involving attorneys, paralegals and other personnel from the firm, which involve routine administrative coordinating or assignment related matters;
 - h. Time spent upon reassignment of a matter to another attorney, in familiarizing that attorney with the file;
 - i. Charges for opening and/or updating files;
 - j. Work performed by or attendance of multiple attorneys, including but not limited to, attendance of multiple attorneys at Council meeting or conference unless requested by the KHA Director;
 - k. Research of relatively routine matters, which should be within the knowledge of experienced attorneys or research in excess of ten (10) hours; and
 - l. Time spent training lawyers on applicable substantive law.
6. The Law Firm agrees that for any extensive legal project assigned that is estimated to cost more than five thousand dollars (\$5,000), Law Firm will provide the KHA Director an estimated budget and time line to complete said work. No work shall commence on said project until Law Firm receives written approval to proceed from the KHA Director or Board of Directors.
7. KHA agrees to pay all disbursements reasonably necessary for the proper performance of the legal service performed by the Law Firm and as requested by the KHA, including without limitation: investigations, expert and other witness fees, court costs, court reporter transcripts and services, courier or messenger services, recording and certifying documents, computer research, long distance telephone charges, fax charges, postage expenses, and copying costs. The KHA shall not pay for the attendance of more than one attorney of the firm at any meeting or negotiation session, unless approved in advance by the KHA Director. Phone calls to the Law Firm from designated KHA officials will be billed at a tenth of an hour for every six (6) minutes
8. The KHA may, if unsatisfied with the services for any reason, discharge the Law Firm at any time with ten (10) days written notice; however, it is understood and agreed that the KHA will pay Law Firm at time of discharge all fees and expenses then due, calculated at hourly rates set forth. Discharge or withdrawal requires written notice mailed or delivered to the contact address contained herein.

9. All invoices for professional services shall be submitted on Law Firm's letterhead and should describe in reasonable detail, the services performed, the time spent, the applicable billing rate and the attorney or legal assistant performing said services. The KHA will make payment to the firm within thirty (30) days of its receipt of each invoice. If additional time is needed to make payment, KHA shall contact principal attorney and notify him of expected date of payment.
10. It is agreed and understood that all files, reports, including documents, legal memoranda and correspondence produced under this Agreement are the property of the KHA, and upon termination, shall be forwarded to the KHA, at no expense to the KHA, as directed by the KHA Director or Board of Directors. A copy of the information may be retained by Law Firm at Law Firm's own expense.
11. All notices or other communications between the parties shall be sent to the following contacts:

KHA

KHA Boar Chair or Director
Kyle Housing Authority
417 W. 2nd Street
Kyle, Texas 78640

Tel: (512)268-7801

Law Firm:

Frank J. Garza
Law Offices of Davidson Troilo Ream & Garza
A Professional Corporation
610 Northwest Loop 410, Suite 100
San Antonio, Texas 78216

Tel: (210) 349-6484

12. It is agreed and understood that Law Firm neither makes nor shall make any guarantee as to the outcome of any litigation or proceeding in court or otherwise. The parties acknowledge reading and reviewing this Agreement and receipt of a signed copy. The parties understand, agree, and accept all of the terms.
13. It is further agreed that the Law Firm shall continue to practice in full accordance with the Texas Rules of Disciplinary Conduct. The Law Firm advises the KHA that in the event of a conflict of interest in representation of the KHA and the City or another party, the Law Firm has always interpreted the Rules to require the Law Firm to refrain from representing either party on the matter in conflict, and has universally followed that interpretation. The KHA provides legal representation not only for itself, but in some cases, also to its officers, appointed officials and employees when such persons are acting within the scope of their duties or KHA employment. **Law firm may not represent any person or other entity in any matter or engagement where the KHA has an interest and the interests of such person or entity actually or potentially conflict with the KHA's interest.** Immediately upon receipt of an assignment, Law Firm will perform a conflicts check and inform the KHA Director, in writing, of any actual or potential conflict of interest or provide a statement that no conflicts exist. In the event an identified conflict cannot be resolved, the KHA may decline to use the Law Firm. **In the event Law Firm determines there is such a conflict of interest or potential conflict of interest after the Representation commences, he/she must notify the KHA Director, in writing, immediately.**

14. Law Firm certifies that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this contract is any officer or employee of KHA, the City or any of its agencies.
15. All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, reports, information and other data given to, prepared or assembled by Law Firm in furtherance of work performed on behalf of the KHA, and any other related documents or items, shall become the sole property of the KHA and shall be delivered to the KHA, without restriction on future use,. Law Firm may make copies of any and all documents for its files, at its sole cost and expense.

DATED this _____ day of December, 2016.

Daniel Harper, Chairman
Kyle Housing Authority

Frank J. Garza, Partner
Law Offices of Davidson Troilo Ream &
Garza, A Professional Corporation