



Richards Rodriguez & Skeith^{LLP}
Attorneys at Law

Clark Richards
crichards@rrsfirm.com

April 12, 2019

Via Email paige@cityattorneytexas.com

The City of Kyle
c/o Paige H Saenz
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Re: Representation Agreement

Dear Ms. Saenz,

This letter sets forth the agreement (“Agreement”) under which the law firm of RICHARDS RODRIGUEZ & SKEITH LLP and the Law Office of Max Renea Hicks (“we,” “us” or the “Firm”) will represent the City of Kyle (“you” or the “Client”) as your attorneys.

1. Scope of Representation.

The scope of our representation of you is limited to against the State of Texas, the Texas Railroad Commission and Kinder Morgan regarding the constitutionality of private pipeline eminent domain powers.

2. Fee.

You agree to pay the Firm for the time we spend in connection with your representation on the basis set forth in the attached Fee Schedule, which is part of this Agreement.

3. Expenses.

We do not charge for regular U.S. postage, routine in-house copies, faxes, domestic long-distance calls or electronic legal research within the Firm’s plan. You agree to reimburse the Firm, at the Firm’s cost, for all other expenses associated with the Firm’s representation of you and for mileage at the then current IRS rate. You agree that, at our request, you will pay for certain expenses directly to outside vendor(s)/provider(s).

4. Retainer.

You will pay us a refundable retainer (deposit) in the amount listed in the attached Retainer Schedule.

We will hold your retainer in trust on your behalf in an IOLTA¹ trust account and will apply it to your final bill, or, at our discretion, to any amount you owe us, including advanced expenses. If we disburse funds from the retainer prior to the final bill, you agree to promptly restore the retainer balance at our request.

We may also increase or decrease the amount of the required retainer at any time as the representations progresses based on various factors, which may include the complexity of the matter, the scope of the work, and other factors.

We will refund the balance, if any, to the Client when the representation is concluded.

5. Invoices and Payments.

Our billing cycle runs through the 20th of each month. Generally, the Firm will send you monthly invoices for fees and expenses incurred.

All fees and expenses are payable at the address of the Firm. If you have any questions about the amount of the Firm's fees, we encourage you to raise them promptly. We will not be offended if you have questions about our bills. We simply ask that you raise such questions with us as soon as they arise so we can address them. We expect you to pay our invoices upon receipt but no later than 30 days from the date of the invoice and to keep all outstanding fees and expenses current at all times.

Method of delivery of invoices: Unless you instruct us otherwise, your invoices will be delivered to David Braun at Braun & Gresham by e-mail to dbraun@braungresham.com and to Jeremy Wheat at jwheat@braungresham.com.

Consent regarding payment by another party: You consent to the payment by TREAD Coalition of all retainers, fees and expenses incurred in connection with this representation, and understand and we agree that you will not be responsible for any retainers, fees and expenses incurred by us.

6. Commencement of Representation.

The Firm will not represent you until we have received a signed copy of this Agreement, any required retainer is deposited with us and the funds become available for use.

In addition, you agree we may perform any due diligence we deem appropriate regarding you or related to your matter at any time.

¹ IOLTA stands for Interest on Lawyers Trust Accounts, a program under which interest from lawyer trust accounts is not provided to the client or the lawyer, but instead is pooled to provide civil legal aid to the poor and support improvements to the justice system. For more information, please see <http://www.iolta.org>.

7. Termination of Representation.

You may discharge the Firm at any time, but the discharge must be in writing and must actually be received by the Firm. Your termination of the Firm's services will not affect your responsibility for payment of the Firm's fees and expenses, including any incurred in connection with an orderly transition of your representation.

The Firm may withdraw from your representation as allowed by the Texas rules of ethics for lawyers, including **your failure to timely pay fees, expenses (including outside vendor expenses), and/or any retainers** in connection with the representation. Before the Firm withdraws from its representation of you, the Firm will attempt to give you written notice.

8. Dispute Resolution - Mediation

You and the Firm acknowledge the desire to have an opportunity to resolve any problem as early as possible and agree to mediate any dispute between you and the Firm prior to filing a lawsuit.

9. No Guarantee of Outcomes, Estimated Fees, Expenses

The Firm will use diligent efforts in representing Client in this matter; however, the Firm is unable to give and has given no guarantees as to the outcome. Based on information available at the time, the Firm may provide opinions on the likelihood of success, the strategy to be pursued or the estimated fees and costs. These statements of opinion are not guarantees, representations, warranties, or promises.

10. Texas Lawyer's Creed.

The Texas Supreme Court has adopted the Texas Lawyer's Creed which sets forth standards for attorney professionalism and states lawyers should advise their clients of its contents when undertaking representation. This document can be found at <http://www.txcourts.gov/media/276685/texaslawyerscreed.pdf>.

11. NOTICE TO CLIENTS.

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 the General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free phone call.

12. Representation of Authority.

The undersigned represents that he or she has full authority to enter into this Agreement on behalf of the Client.

13. Facsimile and Electronic Transmission; Change of Address

By signing this Agreement, you represent you have been notified and understand the Firm often communicates using facsimile and electronic mail transmissions and it is possible such transmissions may be intercepted by third parties. You agree that the firm may send you privileged and confidential information at the email address(es) provided by you. If you do not agree to the use of such transmissions, please notify us in writing.

You are responsible for notifying us of any changes to your address or other contact information.

14. General.

This Agreement, along with the enclosed Multi-Party Representation Agreement, is the complete agreement between you and the Firm regarding our representation of you and supersedes all previous agreements, whether written or oral, between us. This Agreement may only be amended in writing signed by a partner of the Firm and is governed by Texas law. The place of performance of this agreement is in Travis County, Texas.

15. File Retention/Destruction

Our policy is to maintain a client's file regarding a particular matter for a period of five (5) years after the conclusion of our representation. Thereafter, the file is destroyed in a manner that preserves the confidential nature of the information in the file. You authorize us, without further notice to you, to destroy all copies (whether physical or electronic) of closed files five (5) years after the conclusion of our representation of you regarding the particular matter. You agree we are not required to maintain or provide you with non-substantive or administrative communications, documents, or information related to our representation of you, e.g., drafts of documents, internal communications between attorneys, support staff, or both, regarding which lawyers or staff should be assigned to a matter, scheduling, file set-up, billing, revisions to documents, potential conflicts of interest, etc.

At our option, we may maintain the file regarding your representation in electronic form only. If you provide us with original or other physical documents you want preserved and returned to you, you must notify us in writing.

In addition, in the event our representation is terminated at any time and for any reason, by the Firm or you, you agree we may retain a copy of the file at our expense and we agree to make the file available to you upon reasonable notice. You agree to pay all shipping costs associated with the delivery of all or any part of the file to you.

16. Signature

If you agree to the terms and conditions of our representation, please sign this letter in the space provided below and return an original, faxed or electronic copy of this letter to us. You agree a faxed or electronic signature will have the same effect as an original.

If you have any questions, please feel free to contact us at any time so we can clear up any confusion. We appreciate the opportunity to represent you and look forward to working with you.

Sincerely,

RICHARDS RODRIGUEZ & SKEITH LLP

A handwritten signature in black ink, appearing to read 'C.R.', is written over a horizontal line.

By: _____
Clark Richards, Partner

Encl. *Fee and Retainer Schedule*
Agreement and Consent to Multi-Party Representation

AGREED:

THE CITY OF KYLE

By: Paige H. Saenz, City Attorney

Date: _____

FEE SCHEDULE

Timekeepers	Hourly Rates
Clark Richards (Primary Attorney)	\$405
Other Attorneys	\$300-475
Paralegals, IT Case Support and Litigation Assistants	\$135-195

We bill our clients in tenths of an hour increments (6 minutes). It is our policy to have the necessary work performed in the most cost-effective manner consistent with thorough attention to the tasks involved. Paralegals, legal assistants and clerks may be used to perform work not requiring direct attention of an attorney to reduce overall costs.

You understand and agree the Firm will be compensated for all services rendered on your behalf, including but not limited to telephone conversations, drafting and review of e-mail and written correspondence, office conferences, preparation of documents, investigation of facts, preparation for and appearances in court or other tribunals and all other necessary tasks.

You agree our hourly rates may be increased annually during our representation of you and such changes will be reflected on our monthly invoices.

Client and the Firm agree, under the terms of Rule 1.04 of the Texas Disciplinary Rules of Professional Conduct, these fees represent fair and reasonable compensation for the Firm's services described in this agreement.

RETAINER SCHEDULE

Initial Required Retainer (NOTE: Applied to last bill & REFUNDABLE if not expended for services and/or expenses)	\$0
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