



Memorial City Plaza II  
820 Gessner, Suite 1570  
Houston, TX 77024-4494

**HOURLY FEE AGREEMENT  
(with Mediation provision)**

**LAW FIRM RETAINED:** The Client, the CITY OF ANGLETON, TEXAS, a home rule municipality, (hereinafter referred to as "Client"), hereby agrees to retain and does retain the RANDLE LAW OFFICE LTD., L.L.P. (hereinafter referred to as the "Firm.") J. Grady Randle is designated as lead counsel for the Firm for the representation as described below.

**SCOPE OF REPRESENTATION:** The Firm's representation of the Client does not create an attorney-client relationship with any other related entities or persons, including but not limited to employees, officers, or directors, unless otherwise specifically agreed upon in writing. In consideration of the compensation agreed upon herein (e.g., Hourly Fee Agreement), the Firm will provide legal services to only the Client, which will consist of general municipal work as interim city attorney, including attendance at all City Council meetings and workshops, attend all meetings of the Planning and Zoning Commission and Board of Adjustment; prepare Ordinances and Resolutions; provide timely legal advice and assistance to City Council, boards and commissions, and City Staff, economic development, annexation, elections, land use planning, employment law, construction of public works, purchasing and procurement, inter local agreements, real estate matters, contracts, code enforcement issues, unemployment hearings and appeals, municipal court, municipal court appeals, open meetings law and public information act.

**NO GUARANTEED OUTCOME:** The Client understands that the Firm makes no representations guaranteeing any particular outcome in conjunction with this engagement.

**HOURLY FEE ARRANGEMENT:** The Client agrees to pay the reasonable and necessary fees and other charges billed by the Firm in connection with the Firm's engagement. The Firm's fees for services are based on actual time expended (at increments of one-tenth of an hour), computed at hourly rates, by those persons performing the legal services required. Set forth in the Schedule of Hourly Fees below are the attorneys and other legal professionals, and the discounted rates to be charged the Client for their services, who we anticipate may be asked to assist in this representation.

**Hourly Rates (guaranteed for 5 years & due to expire on October 1, 2027)**

**Non-Litigation Matters**

All Attorneys (\$225/hr.)  
All Paralegals (\$105/hr.)

**Litigation Matters\***

All Attorneys (\$265/hr.)

T 281-657-2000

F 832-476-9554

[www.jgradyrandlepc.com](http://www.jgradyrandlepc.com)

All Paralegals (\$125.00)

\*Litigation is defined as when the City is a party to a lawsuit.

In addition to its hourly fees, the Firm also will charge for certain other items and expenses. These charges may relate to, but are not limited to, such things as photocopy services, delivery and messenger services, postage charges, filing and recording fees, and any disbursements the Firm may make to other service providers, such as court reporters, expert witnesses, and investigators on the Client's behalf.

The Firm will bill the Client directly on a monthly basis. The invoices are to be paid upon receipt. The Client is to pay and be responsible for paying all costs, taxes and expenses related to the Firm's efforts on the Client's behalf. All amounts not paid within thirty (30) days of the date of the invoice may be charged interest on the unpaid amount. In the event amounts due are not paid within thirty (30) days of the date of the invoice, the Firm is under no contractual obligation to perform any further legal work on behalf of the Client.

**IOLTA DISCLOSURE:** You are hereby notified that all funds deposited in the Firm's trust account, including your funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation ("Foundation") under orders of the Texas Supreme Court. This Firm receives none of the interest so earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation.

**THIS IS AN ENFORCEABLE CONTRACT:** The RANDLE LAW OFFICE LTD., L.L.P. does hereby specifically represent to the Client that this is a valid and enforceable express contract. This Agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

**ATTORNEY'S OBLIGATION TO THE COURT SYSTEM:** Pursuant to Section 9.001 et seq. of the Texas Civil Practice & Remedies Code and Rule 13 of the Texas Rules of Civil Procedure, the signature of an attorney on any pleading or pleadings, motion or other paper means that to the best of the attorney's knowledge, information and belief, formed after reasonable inquiry, that such instrument is not groundless nor brought in bad faith, nor brought for the purpose of harassment. The rule further provides that an attorney or a party who brings a fictitious suit as an experiment to get an opinion of the court or files any fictitious pleading in a cause for such a purpose or makes statements in pleadings which they know to be groundless and false for the purpose of securing a delay of the trial of the cause shall be guilty of a contempt of the court. "Groundless" for the purpose of Rule 13 means that there is no basis in law or fact and not warranted by good faith argument for the extension, modification or reversal of existing law. Rule 11 of the Federal Rules of Civil Procedure is a similar rule.

In light of Section 9.001 et seq. of the Texas Civil Practice & Remedies Code, Rule 13 of the Texas Rules of Civil Procedure and Rule 11 of the Federal Rules of Civil Procedure, the Client agrees that the Firm will not advance any spurious claims of fact or law in the advancement of the claim covered by this employment agreement. In the event of a conflict between the Firm and Client as to whether a proposed course of action violates or purports to violate these three rules, or any of them, resolution of that conflict shall be solely vested in the Firm. If the Client persists, at any time, in advancing a spurious claim of fact, the Firm may treat this contract as breached, may withdraw from the employment, may withdraw from the litigation and shall be entitled to whatever rights that the Firm would otherwise have for breach of contract.

The State Bar Act, effective September 1, 1991, requires all attorneys practicing law in Texas to notify their clients of the existence of the grievance process. 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 1-800-932-1900. This is a toll-free telephone call.

**CLIENT'S AUTHORITY TO CONTRACT:** The Client, by and through the duly authorized representative executing this Agreement, represents that it has full authority without encumbrance to execute this Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

**TERMINATION:** Either the Client or the Firm may terminate the Firm's representation of the Client in this matter at any time, with or without cause, by written notice. The Firm has the right for immediate reimbursement for any costs outstanding. Any monies on deposit or in trust held on behalf of the Client will be refunded to the Client upon the termination less any costs, invoices or unbilled time. If the Firm terminates the Firm's representation of the Client, the Client is entitled to any monies held on behalf of the Client to be refunded immediately less any outstanding costs, invoices, or unbilled time.

**BINDING CONTRACT:** This contract is binding on the parties hereto, their successors, executors, administrators and heirs and may not be altered or amended except in writing signed by all of the parties hereto.

**SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**MEDIATION:** All claims and disputes of any nature relating to or arising under this Agreement, any performance of duties relating to or arising under this Agreement, any negotiations prior to the Agreement, and any representations prior to or after the execution of this Agreement shall be subject to mediation in accordance with the applicable rules of the American Arbitration Association. This mediation agreement shall survive any execution of this Agreement, any merger or integration clause, and shall continue to inure to the benefit of both parties hereto for all purposes. The parties hereto stipulate and agree that this Agreement affects interstate commerce.

SIGNED the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**RANDLE LAW OFFICE LTD., L.L.P.**

By: \_\_\_\_\_  
*For the Firm*

ACCEPTED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CLIENT: THE CITY OF ANGLETON, TEXAS**

**By:** \_\_\_\_\_  
*For the City of Angleton, Texas*