



October 1, 2024

*Via email: [desquivel@tomballtx.gov](mailto:desquivel@tomballtx.gov)*

David Esquivel  
City Manager  
City of Tomball  
401 Market Street  
Tomball, Texas 77375

Re: Engagement of Olson & Olson, L.L.P. by the City of Tomball, Texas  
for General Legal Services

Dear Mr. Esquivel:

Olson & Olson, L.L.P. (the “Firm”) would be pleased to represent and provide legal services to the City of Tomball, Texas (the “City”) under the terms and conditions set out in this engagement letter (the “General Engagement Letter”), and as may be further specified in connection with specific assignments that the City may make to the Firm.

The Firm agrees to provide legal services under the following general conditions which shall be applicable to any services the Firm provides to the City during the term of this General Engagement Letter. The legal services shall include, but are not limited to, the following:

- a. Attend City Council meetings;
- b. Prepare and review documents, including contracts, to be considered by City Council;
- c. Provide legal advice to the City on an ongoing basis, as required;
- d. Prepare deeds, easements, and other documents necessary for the City’s day-to-day business;
- e. Provide legal advice regarding personnel matters;
- f. Represent the City, City Council, and its employees in state and federal court cases and/or administrative proceedings; and
- g. Such other matters as City Council or the Mayor may request.

### **1. Fees for the Firm's Services.**

The fees for the Firm's services will be determined by the actual time expended by our lawyers and other professional staff in providing such services. We will bill the City for such on an hourly basis at rates consistent with rates charged to other clients for similar services.

The hourly rates shall be as provided in **Exhibit A** attached, except to the extent different hourly rates are specified for a particular assignment in a separate assignment letter or a modification of the rates shown in Exhibit A is approved, in writing, by the City.

The Firm will bill the City monthly as the services are performed. The City will also be responsible for reimbursing the Firm for all reasonable and necessary expenses incurred by the Firm on the City's behalf, including fees for the services of court reporters, court filing fees, copying services, and similar expenses. The Firm will provide the City with a monthly invoice detailing the services performed and the expenses incurred. The City will be responsible for paying those invoices within 30 days of receipt.

The Firm will maintain contemporaneous records of the time devoted to the City's work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on the City's behalf, and other related matters. The Firm will record and bill time in units of one-tenth of an hour.

### **2. Professional Liability Insurance.**

The Firm agrees to maintain professional liability insurance coverage, at all times, for the services it provides to the City under this General Engagement Letter detailed in **Exhibit B** attached hereto.

### **3. Termination.**

The City may terminate this engagement at any time, and payment will only be required for services performed and expenses incurred prior to the date of termination. Provided, however, if the Firm is representing the City in litigation that is ongoing at the time of termination, termination shall not be effective until the City has designated another lawyer or law firm to replace the Firm, in representing the City's interests. Upon termination, the Firm will immediately

make its files on such matter available to the City or any other person that the City may designate.

**4. Choice of law.**

All rights and obligations arising under this General Engagement Letter shall be governed by the laws of the State of Texas, with venue in Harris County, Texas.

**5. Cooperation and communication.**

The Firm agrees it will keep the City fully advised of all significant developments and will provide the City such written reports on the status of the matters it is handling as may be requested by the City. The City agrees to cooperate fully with the Firm in connection with the Firm's provision of legal services, and to promptly provide all material information known or available to the City that is necessary to the Firm's legal representation of the City. The City agrees to keep the Firm informed on a timely basis of all developments relating to the representation that are or might be important. The City agrees to attend meetings, conferences and proceedings when it is reasonable to do so.

**6. File retention policy.**

The Firm will maintain its own files, including lawyer work product, pertaining to the representation of the City but it will remain the City's responsibility to maintain such originals or copies of documents as are necessary to meet the City's legal obligations and management needs. The Firm will, at the City's reasonable request, provide copies of any documents that it retains, to the extent such documents have not been discarded in accordance with the Firm's document retention policies.

**7. Potential conflicts of interest.**

The Firm is committed to the representation of the interests of local governmental entities and their officers and officials and does not believe conflicts are likely to arise. However, when considering whether to accept an assignment under this General Engagement Letter, the Firm will undertake reasonable efforts to determine whether there are any potential conflicts of interest that would bar its lawyers from representing the City and will decline the assignment if any conflicts are discovered.

**8. Texas Lawyer's Creed and Attorney Complaint Information.**

Attached as **Exhibit C** is a copy of the Texas Lawyers Creed. The Firm encourages its lawyers to practice law in a professional and responsible manner as outlined in the Creed.

A brochure entitled "Attorney Complaint Information" is available at our offices and upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900.

We trust that this proposal will be satisfactory to you. If so, please sign below and return to the undersigned. If you need any additional information, please notify us and we will provide it to you.

Sincerely,

**OLSON & OLSON, L.L.P.**



Loren B. Smith  
*Partner*

**ACCEPTED:**

**CITY OF TOMBALL, TEXAS**

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David Esquivel, City Manager

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Date

**ATTACHMENTS:**

Exhibit A    Hourly Rates  
Exhibit B    Liability Insurance Requirements  
Exhibit C    Texas Lawyer's Creed

# EXHIBIT A

## OLSON & OLSON, L.L.P. BILLING RATES

<u>Attorney</u>	<u>Rate</u>
Loren B. Smith	\$290/hr
Brandon Davis	\$290/hr
Allison S. Killian	\$290/hr
Charles Williams	\$290/hr
David W. Olson	\$275/hr
Justin Pruitt	\$275/hr
Paige Bailey	\$215/hr
Bridgette A. Begle	\$215/hr
Tommy Ramsey	\$215/hr
Paralegals	\$125/hr

# EXHIBIT B

## INSURANCE REQUIREMENTS

The firm shall procure and maintain, with respect to the subject matter of this Agreement, appropriate insurance coverage with limits to cover the firm's liability as may arise directly or indirectly, from work performed under the terms of this Agreement. A current certificate of liability insurance will be submitted to the Purchasing Office.

### Policy Requirements

The firm and all subcontractors performing work for it under this Agreement shall furnish a completed insurance certificate to the City prior to the event, which shall be completed by an agent authorized to bind the named underwriter(s) for coverage, limits, and termination provisions shown thereon, and which shall contain the following:

Professional Liability (Errors and Omissions): Coverage Amount \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

The City shall be entitled, upon request and without expense, to receive copies of the certificate of insurance and the required policies and endorsements.

- (a) The firm shall notify the City of any change in the required coverage or cancellation, and shall give such notices not less than 30 days prior to the change or cancellation. The firm shall provide a replacement Certificate of Insurance prior to such change or cancellation;
- (b) Provide for notice to the City at the address shown in this Agreement; and
- (c) The firm agrees to waive all of its officers, employees, agents, assigns, and successors' rights of subrogation against the City, its officers, employees, and elected representatives for injuries, death, property damage, or other loss covered by insurance and the Firm will provide a waiver of subrogation endorsement against the City.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY'S PURCHASING AND RISK MANAGEMENT DEPARTMENT AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

# EXHIBIT C

## *The Texas Lawyer's Creed*

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

### **Our Legal System**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

### **Lawyer to Client**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.

# EXHIBIT C

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

## **Lawyer to Lawyer**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous



## EXHIBIT C

observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

## EXHIBIT C

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

# EXHIBIT C

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

## **Lawyer and Judge**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.