

AGREEMENT FOR LEGAL SERVICES

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Agreement for Legal Services (“Agreement”) is made between the City of North Richland Hills, hereinafter called “City” and Taylor, Olson, Adkins, Sralla & Elam, L.L.P., hereinafter called “Attorneys,” collectively the “parties,” and replaces all other agreements between such parties upon the Effective Date of October 1, 2024.

WITNESSETH:

1. City, desiring to engage Attorneys to provide legal advice, opinions and representation of the City in (a) general legal matters affecting the rights, obligations and duties of cities, including review of City Council meeting agendas and attendance at City Council meetings; (b) selected litigation which may be pending or which might be hereafter instituted in any of the Courts of the State of Texas and the Courts of the United States, and before administrative agencies and departments of government as needed, brought by or against City during and throughout the continuance of this Agreement; (c) the enforcement of obligations to the City as requested; and (d) other legal services the City may request through its City Manager or its City Council (collectively the “Services”), hereby employs Attorneys to represent it and to furnish such legal services.

2. By action taken on September 9, 2024, the North Richland Hills Mayor, with the Approval of the City Council, appointed Bradley Anderle as City Attorney effective October 1, 2024. Attorneys further designate Bradley Anderle as the primary contact to determine which attorney employed by Taylor, Olson, Adkins, Sralla & Elam, L.L.P. will perform the Services as requested by City. The City Attorney shall attend all meetings of the City Council, unless otherwise agreed by the parties. The City Attorney will have office hours at North Richland Hills City Hall, 4301 City Point Drive, North Richland Hills, Texas 76180, during the afternoon hours prior to each regular or special called meeting of the City Council. During all other times, the City Attorney may be contacted at the offices of Taylor, Olson, Adkins, Sralla & Elam, LLP, 6000 Western Place, Ste., 200, Fort Worth, Texas 76107, by standard means, including email, written correspondence, phone call, or virtual conference call or video.

3. City agrees to pay and Attorneys agree to accept fees of \$275 per hour for all services except litigation. Litigation shall be charged at \$300 per hour plus expenses. Legal assistants will be billed at an hourly rate of \$150 per hour for all services except litigation. Legal assistants will be billed at an hourly rate of \$165 per hour for litigation. Administrative assistances will be billed at \$40.00 per hour. In addition to the regular hourly rate, the firm charges a \$25.00 processing fee for each subpoena and Public Information Act request we handle for the City. The City will maintain one (1) Assistant City Attorney/Prosecutor position as a full-time employee of the City, unless otherwise designated by the City Manager or City Council. This position shall continue to provide legal services at the current levels as agreed by the parties. Attorneys will

provide Municipal Court prosecution in a back-up capacity as needed upon request of the City at a rate of \$275 per hour plus expenses. City shall also pay charges for travel, postage, copying and facsimile whether for retainer or additional services, plus the actual amount of expenses and court costs incurred in representing the City. Such sums shall be billed to the City and shall be paid within thirty (30) days of billing. City will not pay for or reimburse Attorneys for any expense incurred to attend professional development seminars, courses or meetings.

4. Statements reflecting billings for Services under this Agreement will be in writing given monthly to the City for time rendered in the previous month, showing separately the time for all Services, including litigation and prosecution, together with disbursements of reimbursable charges and expenses incurred for such matters. Such reimbursable charges and expenses may include but are not limited to long distance telephone charges, postage, delivery charges, facsimile charges, travel, photocopying, filing fees, and the use of other service providers, such as computerized legal research, printers and experts, if needed, but only to the extent not provided for directly or reimbursed by the City. Amounts due and owing to the Attorneys under this Agreement shall be due and payable on or before thirty (30) days after the City's receipt of the statement reflecting such billings in accordance with this Agreement.

5. Unless and until the City Manager or the City Council shall otherwise expressly notify the Attorneys in writing, the City Manager and Mayor are each hereby designated representatives of the City for the purposes of this Agreement only, and each representative is authorized to act in such capacity without the assent or joinder of the other. In the case of any ambiguous or conflicting instructions from the designated representatives, if the assent of either designated representative cannot be obtained, the Attorneys may require the instruction to be clarified by the City Council.

6. Subject to and in compliance with the conditions set forth below, the Attorneys may represent persons and entities ("outside clients") other than the City on matters which are unrelated to the Attorneys' representation of the City and the duties of the Attorneys under this Agreement; provided, however, without the express prior written authorization and consent of the City, such outside representation shall be subject to the condition that such representation of outside clients shall not create a conflict of interest with Attorneys' representation of the City. Attorneys agree not to represent current elected officials, appointed officials and employees of the City on personal matters unrelated to the interests of the City without the written consent of the designated representative.

7. City shall have the right to employ additional counsel if needed and to select another firm, or another member of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. for any or part of the Services to be provided hereunder.

8. This Agreement shall be effective as of October 1, 2024, and continue thereafter for a period of one year ("Initial Term"), unless modified or terminated earlier by either party upon sixty (60) days' written notice provided to the other party. Following the Initial Term, this Agreement shall automatically renew for successive two-year terms, unless either party gives sixty (60) days' written notice of termination to the other party. This Agreement may be terminated immediately for cause, or if Attorneys are convicted of a felony or other crime involving moral

turpitude, violations of the provisions of the City Charter or of any ordinance, rule, regulation, special provision of law, or of special orders applicable to Attorneys.

Executed and agreed on this ____ day of September 2024.

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

By: _____
Cara Leahy White, Partner

Date: _____

**CITY OF NORTH RICHLAND
HILLS**

By: _____
Paulette Hartman, City Manager

Date: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer