

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: August 26, 2014		DATE SUBMITTED: August 18, 2014	
DEPARTMENT OF ORIGIN: Legal		SUBMITTED BY: Janis Hampton	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider approving the First Amendment to Agreement for Legal Services with the law firm of Mathews and Freeland L.L.P. for representation in connection with the ground water district and other water law related matters.			
SUMMARY STATEMENT: The City of Bryan entered into a Legal Services Agreement with the law firm of Mathews and Freeland L.L.P. to provide legal representation in connection with the ground water district and other water related matters. The original agreement was entered into on October 1, 2013, in the not-to-exceed amount of \$50,000.00. The proposed amendment will increase the amount of the original agreement by \$75,000.00 for a total not-to-exceed amount of \$125,000.00.			
STAFF ANALYSIS AND RECOMMENDATION: Staff recommends approving the proposed increase funding amount to the law firm of Mathews and Freeland L.L.P. to provide legal representation in connection with the ground water district and other water related matters. As a recognized state expert in water legislation and other matters, the law firm of Mathews and Freeland L.L.P provide beneficial legal counsel to the City of Bryan.			
OPTIONS (In Suggested Order of Staff Preference):			
<ol style="list-style-type: none"> 1. Approve the Amendment to the Agreement 2. Modify the proposed Amendment (this action may require additional negotiation with the law firm and consideration at a future City Council meeting) 3. Deny the proposed Amendment 			
ATTACHMENTS:			
<ol style="list-style-type: none"> 1. Proposed First Amendment to Legal Services Agreement 2. Agreement dated October 1, 2013 (pdf file) 			
FUNDING SOURCE: Water Services.			
APPROVALS: Hugh R. Walker, 08/19/2014			
APPROVED FOR SUBMITTAL: CITY MANAGER			
APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 08-18-2014			

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This First Amendment to Agreement for Legal Services (“First Amendment”) between the **City of Bryan**, a Texas home-rule municipal corporation (the “City”) and **Mathews and Freeland L.L.P.**, (“Law Firm”); the First Amendment is entered into as of August, 26, 2014, by and between the City and Law Firm.

Recitals

WHEREAS, on October 1, 2013, the City and Law Firm entered into that certain Agreement for Legal Services (“Original Agreement”) for representation in connection with the ground water district and other water law related matters; and

WHEREAS, the City now desires for Law Firm to continue its representation of the City; and

WHEREAS, the City and Law Firm desire to amend the Original Agreement pursuant to this First Amendment.

NOW, THEREFORE, in consideration of the recitals hereof, and other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and Law Firm agree as follows:

1. Paragraph 4, “Payment” of the Original Agreement is hereby amended to increase the payment limit by Seventy-Five Thousand Dollars (\$75,000.00.). Paragraph 4 is amended to read as follows:

“4. Payment

In consideration of the Firm’s provision of professional legal services in compliance with all terms and conditions of this agreement, the City shall:

- 1) Pay to the Firm a fee of up to \$325.00 per chargeable hour for attorney’s fees and \$75.00 per chargeable hour for briefing clerk and paralegal fees. Jim Mathew’s fees are currently \$270.00 per chargeable hour.
- 2) Reimburse the Firm for all out-of-pocket expenses incurred for reimbursement, which will include a fifteen percent (15%) overhead charge.
- 3) Pay the Firm charges for other services, such as photocopies, fax transmissions and messenger services, which will be billed according to the attached Exhibit “A” schedule.
- 4) This Agreement shall have a not-to-exceed amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), including attorney fees, briefing fees, paralegal fees, out-of-pocket, and other incidental and overhead expenses (e.g. photocopies and facsimile).”

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

DATE: _____

CITY OF BRYAN, TEXAS

Mathews & Freeland, L.L.P.

Jason P. Bienski, Mayor

Jim Mathews, Partner

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney