

ORDER OF COMMISSIONERS COURT
Authorizing Agreement with David Adler

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on August 2, 2022 with all members present.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING AGREEMENT WITH DAVID ADLER IN CONNECTION
WITH
Estate of Kenneth Anderson, Jr., et al v. Harris County, et al.; Civil Action No. 4:21-cv-3730;
In the United States District Court for the Southern District of Texas**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

The Court finds that pursuant to Section 157.901, Texas Local Government Code, additional counsel is proper in connection with this matter, and the County Attorney has selected David Adler to serve as Special Counsel and has submitted the terms and conditions of the attached Agreement for approval by the Court.

IT IS ORDERED that:

Commissioners Court grants an exemption from competitive bidding and proposal procedures in accordance with Texas Local Government Code Section 272.024(a)(4).

1. The Court approves the need for and selection of Special Counsel and
2. The Harris County Judge or her designee is authorized to execute on behalf of Harris County an agreement with Special Counsel containing terms and provisions substantially similar to those contained in the attached agreement.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

PROFESSIONAL SERVICES AGREEMENT

(Special Counsel)

I. PARTIES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") for Special Counsel is made between **HARRIS COUNTY, TEXAS** ("County"), a County of the State of Texas principally situated in Harris County, on behalf of **Deputy Mohanad Alobaidi** ("Alobaidi") and attorney **DAVID ADLER**, ("Special Counsel") located at 6750 West Loop South, Suite 120, Bellaire, Texas, 77401.

This Agreement is effective on the date approved by the Harris County Commissioners Court and remains in effect until all services hereunder have been provided, unless sooner terminated under this Agreement.

When contracting with Special Counsel, the Harris County Attorney's Office expects to receive the highest caliber of professional legal services at the most reasonable price. All Firms providing legal services to the County shall comply with the provisions and directives contained in this Agreement and the Outside Legal Counsel Policy ("Policy"), attached hereto as Exhibit A and hereby incorporated as part of this Agreement.

A. Client and Special Counsel

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

<u>Client</u>	<u>Special Counsel</u>
Mohanad Alobaidi c/o David Adler Harris County Attorney's Office 1019 Congress 15 th Floor Houston, Texas 77002 (713) 274-5101 Jonathan.Fombonne@cao.hctx.net Stan.clark@cao.hctx.net	David Adler 6750 West Loop South Suite 120 Bellaire, Texas 77401

B. Notices

Any notice required or permitted must be addressed to the party to whom the notice is given at its address set out in Section I. A. of this Agreement, or other address the receiving party has designated previously by proper notice to the sending party. Notice may be given by hand

delivery, or certified United States Mail, postage prepaid, return receipt requested. Postage or delivery charges must be paid by the party giving the notice.

II. MAXIMUM ALLOCATION

In order to comply with Article XI, Section 5 of the Texas Constitution, the County has allocated and certified the total maximum sum of Fifty Thousand and No/Dollars (\$50,000.00) (**amount certified available**) to pay money under this Agreement. The County, in its discretion, may allocate supplemental funds for this Agreement but is not obligated to do so.

Special Counsel understands that the Client has available the **amount certified available** to pay its obligations under this Agreement and to discharge any and all liabilities that the Client may incur, arising out of this Agreement, and Client shall not be liable to pay Special Counsel any greater amount under this Agreement. When and if the services and charges provided for herein become equal to or exceed the **amount certified available**, Special Counsel may terminate all its services hereunder unless additional funds are certified. In that event, Special Counsel agrees to continue to provide the services herein specified to the extent funds are available.

III. DUTIES OF SPECIAL COUNSEL

A. Scope of Services

Special Counsel's engagement is limited to the following (the "Matters"):

1. Special Counsel will advise, counsel, or provide legal representation to Deputy Alobaidi in civil rights matters related to *Estate of Kenneth Anderson, Jr. et al v. Harris County et al*, Cause 4:21-cv-3730.
2. Special Counsel is not being retained as general counsel, and Special Counsel's acceptance of this Agreement does not imply any undertaking to provide legal services other than those set forth in this letter.
3. Special Counsel has no authority to settle or otherwise compromise the position of Harris County or any of its officers. Any settlement involving the expenditure of Harris County's funds is subject to the approval of Commissioners Court.

Special Counsel agrees that David Adler shall be the principal attorney assigned to personally advise Deputy Alobaidi in regard to the legal services.

B. Coordinate Performance

Special Counsel shall coordinate its performance with the County Attorney and/or other persons that the County Attorney designates. Special Counsel will work primarily with and under the supervision and direction of Natalie DeLuca-Managing Counsel, Stan Clark-Director of Defensive Litigation and such other Assistant County Attorney(s) and person(s) within the Office of the County Attorney as may be necessary. Special Counsel shall promptly inform the County Attorney and other person(s) of all significant events relating to the performance of this Agreement.

C. Hourly Rates

Attorney services and other services provided directly by Special Counsel shall be billed on an hourly basis in a form acceptable to the County Attorney. The hourly rate compensates the attorney for all overhead costs and expenses and includes, but is not limited to, all costs for secretarial work, including overtime, travel within Harris County, computer time, meals, clerical filing, and proofreading.

For and in consideration of the services rendered by Special Counsel, Client agrees to pay in accordance with the following schedule:

ATTORNEY	TITLE	HOURLY RATE
David Adler	Partner	\$350 per hour

Other attorneys and paralegals within the firm may perform services under this Agreement with the approval of the Office of the County Attorney. The rates for such services are subject to the approval of the Office of the County Attorney.

Harris County has determined pursuant to Texas Local Government Code § 262.024(a)(4) that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence, or the services are being retained pursuant to Texas Local Government Code § 89.001.

D. Billing

Special Counsel shall bill the County on a monthly basis as follows:

1. After each calendar month, Special Counsel must submit an itemized statement to the Office of the County Attorney, in a form acceptable to the County Auditor, setting forth in detail the services provided and the compensation and expense reimbursement claimed. Each statement must show the name and classification of each person performing services, the date or dates that he or she performed services, and must include such other details of the work, hours, and identities of the persons

providing services and the expenses claimed as may be requested by the County Auditor for verification purposes.

2. All time billed by Special Counsel shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service and task(s) performed by Special Counsel's personnel during that time.
3. Tasks must be described with sufficient specificity to allow the Office of the County Attorney to determine the reasonableness and appropriateness of the services rendered.
4. The County Attorney will review each such statement and approve it with any modifications deemed appropriate and will submit it to the County Auditor within 14 days from receipt. Client agrees to pay each statement within thirty (30) days after the County Auditor approves it.
5. Invoices should be emailed to CAOInvoices@cao.hctx.net, with a copy to Stan Clark-Division Director of Defensive Litigation at stan.clark@cao.hctx.net.
6. In addition to the provisions in this Section, Special Counsel shall abide by and follow all billing practices set forth in the Policy, attached hereto as Exhibit A.

E. Insurance

Special Counsel shall maintain professional liability insurance in effect and shall furnish evidence of insurance satisfactory to the County Attorney before beginning its performance under this Agreement. Such coverage shall be no less than \$1,000,000.00 per occurrence. All liability policies must be issued by a company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States, or that is otherwise satisfactory to the County Attorney. Special Counsel shall provide evidence that such insurance is in force and effect upon the anniversary date of this Agreement each year thereafter or upon the earlier request of the County Attorney.

Special Counsel shall give 30 days' written notice to the County before the policy is canceled, materially changed, or nonrenewed. Within the 30-day period, Special Counsel shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage.

F. Confidentiality

Special Counsel, its agents, employees, its contractors and subcontractors shall hold all County information, data and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Special Counsel, its agents, employees, its contractors and subcontractors shall not disclose, disseminate or use the Information unless the

County Attorney authorizes it in writing. Special Counsel shall obtain written agreements from its agents, employees, its contractors and subcontractors that bind them to the terms in this Section.

Firm shall at all times maintain the confidentiality of any communications with the County and with subcontractors who are engaged by Firm and approved in advance and in writing by the County Attorney to perform services.

G. Use of Work Products

- (1) Special Counsel agrees that all documents drafted pursuant to this Agreement are the property of the County. The County owns and may use all documents, all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Special Counsel prepares or obtains under this Agreement.
- (2) Special Counsel warrants that to the extent any Documents provided to the County by it are copyrighted, Special Counsel owns the copyright to the Documents or otherwise has rights to provide the Documents.
- (3) Special Counsel shall deliver the original Documents to the County Attorney on request. Upon request, within thirty (30) days after this Agreement terminates, Special Counsel shall deliver to the County Attorney the original Documents, and all other files and materials Special Counsel produces or gathers during its performance under this Agreement.
- (4) Special Counsel shall have the right to retain copies of Documents and other work products drafted or created pursuant to the Agreement and use them for training purposes or as forms or reference materials in connection with representing other clients, without attribution to the County.

H. Licenses and Permits

Special Counsel shall obtain, maintain and pay for all licenses, permits and certificates including all professional licenses necessary to provide the legal representation by any statute, ordinance, rule or regulation. Special Counsel shall immediately notify the County Attorney of any suspension, revocation or other detrimental action against the license of any of its attorneys providing service to the County.

I. Conflicts of Interest

If any actual or potential conflict arises between the County's interests and the interests of other clients Special Counsel represents, within the meaning of the Texas Disciplinary Rules of Professional Conduct, Special Counsel shall either terminate its representation of the other client whose interests are or may be in conflict with those of the County or immediately provide full disclosure of the conflict and written notice to the County Attorney. If the County Attorney

consents to Special Counsel's continued representation of the other clients, the County Attorney shall notify Special Counsel in writing. If the County Attorney does not issue written consent within seven (7) business days after receipt of Special Counsel's notice, Special Counsel shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the County or terminate this Agreement. If the Client is within 60 days of a trial setting or other provisions in Section III of Exhibit B apply, Special Counsel shall terminate its representation of the other client or seek permission from the County Attorney to terminate its professional services under this Agreement.

J. Monitoring Contract Funds

Special Counsel shall closely monitor expenditures under this Agreement and to notify the appropriate First Assistant County Attorney and any other Harris County Attorney's office working on the Matters, in writing, when fees and expenses equal to 80% of the total funding have been accrued or committed, even if they have not yet been billed. At this point, Special Counsel shall stop providing services, unless instructed otherwise by the First Assistant County Attorney or County Attorney, until notified in writing that the County has allocated additional funding. The County has no obligation to pay for invoiced amounts in excess of the 80% allocation in the absence of prior, written approval from the First Assistant County Attorney. The County shall have no obligation to pay and shall not pay for services rendered or expenses incurred after allocated funds are exhausted.

K. Texas Public Information Act

Special Counsel affirmatively consents to the disclosure of its e-mail addresses that are provided to Client or the County Attorney's Office. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. § 552.137, *et seq.*, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Special Counsel and agents acting on Special Counsel's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

IV. DUTIES OF THE COUNTY

A. Duty

County shall have no duty whatever to Special Counsel except for obligations specifically set forth in this Article IV.

B. Payment Terms

The County shall pay Special Counsel for the services it renders under this Agreement in accordance with Section III. C. The County shall reimburse Special Counsel for reasonable and

al expenses as authorized by Exhibit A in connection with the legal services, subject to the allocation of funds.

C. Taxes

The County is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Special Counsel's invoices to the County must not contain assessments of any of these taxes. The County Attorney will furnish the County's exemption certificate and federal tax identification number to Special Counsel if requested.

D. Method of Payment

The County's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later.

When the payment date falls on a Saturday, Sunday, or official holiday when County offices are closed and County business is not expected to be conducted, payment may be made on the following business day.

E. Disputed Payments

If the County disputes any items in an invoice Special Counsel submits for any reason, including lack of supporting documentation, the County Attorney shall temporarily delete the disputed item and pay the remainder of the invoice. The County Attorney shall promptly notify Special Counsel of the dispute and request remedial action. After the dispute is settled, Special Counsel shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

F. Limit of Liability

The County's duty to pay money to Special Counsel for any purpose under this Agreement is limited in its entirety by Section II of this Agreement.

G. Access to Data

The County shall, to the extent permitted by law, allow Special Counsel to access and make copies of documents in the possession or control of the County or available to it that are reasonably necessary for Special Counsel to perform under this Agreement.

The County does not, however, represent that all existing conditions are fully documented, nor is the County obligated to develop new documentation for Special Counsel's use.

V. TERMINATION

Any party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Special Counsel must discontinue all services in connection with the performance of this Agreement, and must proceed to cancel promptly all existing orders and Agreements insofar as such orders and Agreements are chargeable to this Agreement.

As soon as practicable after notice of termination, Special Counsel must submit a statement showing in detail the services performed under this Agreement to the date of termination. Within thirty days of the receipt of said statement, the County Attorney will review this statement and approve it with any modifications that he deems necessary. Copies of all completed or partially completed documents prepared under this Agreement must be delivered to the County Attorney when and if this Agreement is terminated.

The County shall then pay the fees to Special Counsel for services actually performed, but not already paid for, in the same manner as prescribed in Section III. D. unless the fees exceed the allocated funds remaining under this Agreement.

If there is a conflict between this provision and a Court Order, the Court Order shall control.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE SPECIAL COUNSEL'S ONLY REMEDIES FOR THE COUNTY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. SPECIAL COUNSEL WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION) IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE COUNTY'S TERMINATION FOR CONVENIENCE.

VI. RELEASE

SPECIAL COUNSEL AGREES TO AND SHALL RELEASE THE COUNTY, ITS AGENTS, EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS SECTION THE "COUNTY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO SPECIAL COUNSEL'S PERFORMANCE UNDER THIS AGREEMENT.

VII. MISCELLANEOUS

A. Independent Contractor

Special Counsel shall perform its obligations under this Agreement as an independent contractor and not as an employee of the County.

B. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties, except for the Prior Purchase Orders. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

D. Written Amendment

Unless otherwise specified, this Agreement may be amended only by written instrument executed in the same form by the County and Special Counsel.

E. Applicable Laws

This Agreement, including its validity, construction, enforcement, and interpretation shall be governed by the laws of the State of Texas.

Any litigation relating to this Agreement must be filed in state court in Harris County, Texas.

F. Captions

Captions contained in this Agreement are for reference only and have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

G. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the others breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the County Attorney, or by any other employee or agent of the County, of any part of Special Counsel's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The County Attorney is not authorized to vary the terms of this Agreement.

H. Inspections and Audits

County representatives have the right to perform, or have performed, (1) audits of Special Counsel's books and records pertaining to representation of the County, and (2) inspections of all places where work is undertaken in connection with this Agreement. Special Counsel shall keep

its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

I. Enforcement

The County Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Special Counsel shall provide to the County Attorney all documents and records that the County Attorney requests to assist in determining Special Counsel's compliance with this Agreement, with the exception of those documents made confidential by Federal or State law or regulation.

J. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

K. Survival

Special Counsel shall remain obligated to the County under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

L. Publicity

Special Counsel shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the County Attorney.

M. Parties-In-Interest

This Agreement does not bestow any rights upon any third party but binds and benefits the County and Special Counsel only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the County.

O. Assignments

Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

P. Remedies Cumulative

Unless otherwise specified, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future.

Q. Copies

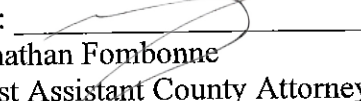
Copies of this signed Agreement may be used in the same manner as the original Document.

R. Controlling Parts

If a conflict among the Agreement provisions and the attached Exhibits arises, the Agreement provisions control over the exhibits.

Approved by

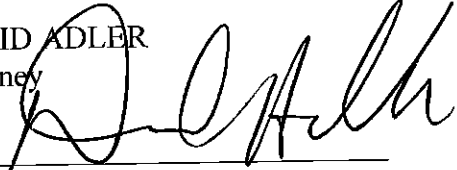
CHRISTIAN D. MENELEE
Harris County Attorney

By: 
Jonathan Fombonne
First Assistant County Attorney

Date: 7/28/22

Agreed:

DAVID ADLER
Attorney

By: 
David Adler

Date: 7/18/22

EXHIBIT A
HARRIS COUNTY ATTORNEY'S OFFICE
OUTSIDE LEGAL COUNSEL POLICY

Unless specifically agreed otherwise in writing, this Policy on Engagement of Outside Legal Counsel ("Policy") shall supplement any related Agreement between Special Counsel and the County.

I. SPECIAL COUNSEL'S PROVISION OF LEGAL SERVICES

A. Special Counsel's Staff

1. Concurrent with execution of the Agreement, Special Counsel shall advise the County Attorney which Special Counsel lawyers will provide such legal services. Special Counsel shall not use or bill for additional lawyers or staff without prior approval by the County Attorney.

2. Only one attorney from Special Counsel shall attend meetings, depositions, arguments, discovery hearings, motion conferences, and so forth. The County will not pay for the participation or attendance of more than one attorney at events absent the County Attorney's prior written approval. In the case of trials and major hearings, Special Counsel may have additional person(s) attend, with the County Attorney's prior written approval.

3. As Special Counsel has been retained due to its expertise, the County will not pay and Special Counsel will not bill or invoice for any time spent or expenses incurred in educating Special Counsel members or employees in procedural matters or the substantive law applicable to the legal matter Special Counsel is handling for the County.

4. The County acknowledges that staffing changes at Special Counsel may be necessary from time to time. However, once Special Counsel's attorneys or legal assistants have begun handling a legal matter for the County, the County will not pay, and Special Counsel will not bill or invoice, for any resulting "downtime", "learning time", or expenses that may result from a staffing change at Special Counsel.

B. Coordination of Work with the Harris County Attorney's Office

1. Special Counsel shall inform the County Attorney of relevant developments relating to any legal matter in which Special Counsel is listed as attorney of record, including (but not limited to):

- a. Due dates for:
 - (1) Responses to pleadings.
 - (2) Responses to discovery.
- b. Hearing and trial dates.
- c. Briefing deadlines.

- d. Motion deadlines.
- e. Witness meetings and depositions.

2. Special Counsel must promptly provide drafts of any original briefs, pleadings, or other documents it creates in the course of handling a legal matter for the County to the County Attorney, for his approval and a copy of documents once finalized.

3. Special Counsel shall ensure that the County Attorney receives copies of the following items in a timely manner in matters when Special Counsel as attorney of record.

- a. All pleadings filed by all parties involved. Pleadings shall include motions and exhibit documentation.
- b. All correspondence between the parties, their counsel, or the court.

4. In cases involving litigation when Special Counsel is attorney of record, Special Counsel shall provide a pre-trial memorandum of legal issues and potential outcomes to the County Attorney at least two weeks before commencement of the trial. Special Counsel shall provide a post-trial memo if requested by the County Attorney.

5. Special Counsel shall issue no press release, announcement or other release of information relating to legal matters on which it represents the County (or any party the County employs Firm to represent) without the prior consent of the County Attorney.

C. Legal Resources

1. Special Counsel's Use of the County Attorney's Office's Legal Resources

a. In order to reduce the County's legal costs where practicable, Special Counsel's attorneys shall make use of the legal personnel in the County Attorney's office, as well as any other personnel or facilities of the County. For example, the County's legal staff can help Special Counsel prepare discovery responses or schedule matters associated with the appearance or participation of County employees or officers. The County Attorney will assist Special Counsel in coordinating such activities.

- i. Prior to undertaking a legal research project, Special Counsel shall ask the County Attorney to provide any research the County Attorney's Office has already performed regarding the legal matter Special Counsel is to handle for the County. Further, before Special Counsel undertakes a legal research project, the County Attorney's prior approval is required.

In some cases, Special Counsel's attorney and the County Attorney may share responsibilities for document retrieval, pre-trial discovery, witness preparation, hearings, trial, and appellate work.

2. Firm's Use of Other Legal Resources.

When handling a legal matter for the County, Special Counsel shall use paralegal and administrative personnel whenever possible in order to reduce the County's overall legal costs.

II. PAYMENT

A. Invoicing

Invoices must be sent electronically to CAOInvoices@cao.hctx.net. Failure to submit invoices **each month timely** may result in the County denying or reducing payment for the invoiced amounts to the extent the invoiced amounts are (a) unverifiable or disputed by the County Attorney or First Assistant County Attorney, or (b) otherwise prohibited or restricted as described in Section III. K, Monitoring Contract Funds.

B. Special Counsel's Legal Fees

1. Special Counsel shall bill the County on a monthly basis as follows:

a. Special Counsel shall identify the total amount to be charged to the County for all legal services provided by Special Counsel.

b. Special Counsel shall provide a billing report for each specific legal service performed by the Firm as identified in Special Counsel's budget. For each such legal service, the billing report shall record:

- i. each date on which the legal service was performed,
- ii. the time expended performing legal services on each date,
- iii. each member of Special Counsel, who performed this legal service during this day,
- iv. the billing rate of each member of Special Counsel so identified, and
- v. the total charge for performance of the legal service by each Special Counsel member during this day and time.

2. All time billed by Special Counsel shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by Special Counsel's personnel during that time.

3. Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

4. If Special Counsel expects to be compensated for a conference between two or more of Special Counsel's personnel without any participants from outside Special Counsel, Special Counsel employees shall not each charge the County for their time spent participating in the conference at their individual hourly billing rates. Instead, Special Counsel shall be compensated for the conference at an amount that is equal to the per-hour billing rate of Special Counsel employee participating in the conference with the highest per-hour billing rate.

C. Special Counsel's Expenses

1. The County shall reimburse Special Counsel for the actual expenses incurred by Special Counsel which are related to the legal matter Special Counsel handles for the County, as follows:

2. Specific Expense Provisions

- a. Photocopy Expenses.

i. Harris County agrees to reimburse Special Counsel for necessary photocopies at the rate of five cents per page for 8 ½ x 11 or 8 ½ x 14 photographic reproductions.

ii. Any photocopy costs in excess of \$200 for a single job must be authorized in advance by the County Attorney.

iii. Notwithstanding (1) and (2) above, Special Counsel shall use vendors such as court reporters and copying services under contract with the County whenever possible. Special Counsel should ask the County Attorney to identify such contracts for its use.

b. Delivery Services

Special Counsel will be reimbursed for its direct costs for delivery and messenger services and direct cost for postage on any item or group of items which cost \$1.00 or more.

c. Litigation Expenses

- i. Cost of transcripts;
- ii. Cost of expert witnesses; and
- iii. Court costs.

d. Travel Expenses.

i. No travel expenses are authorized outside of Harris County, *unless pre-approved in writing* by the Office of the County Attorney. Special Counsel agrees that it is neither authorized to seek reimbursement nor is Harris County obligated to pay for mileage or parking fees within Harris County.

ii. Special Counsel shall exercise prudence in incurring travel expenses. Travel expenses for lodging, meals, and out-of-town transportation shall be at reasonable rates and consistent with the County's travel policies. It shall be Special Counsel's responsibility to apprise itself of the County's travel policies; if clarification of such policies is required, Special Counsel may contact the County Attorney for such clarification.

iii. Special Counsel shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the County Attorney.

e. Online Research

Any authorized online or database research, such as Lexis and Westlaw, will be charged at Special Counsel's direct cost.

The County shall not pay any of the following overhead or expenses incurred by Special Counsel: Secretarial or word processing services (normal, temporary, or overtime); any staff service charges, regardless of when such charges are incurred, such as meals, filing, or proofreading; office supplies; after-hours air conditioning or heating; cloud or document storage; and Special Counsel time spent responding to the County's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports.

3. Special Counsel shall bill the County for its expenses by submitting invoices detailing the following for each expense for which Special Counsel wishes to be reimbursed:

- a. Identification of the legal service performed for the County in which Special Counsel incurred the expense;
- b. Identification of the specific expense incurred by Special Counsel;
- c. If the expense is a travel or out-of-town living expense, then Special Counsel shall itemize such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event. Allowable costs are:
 - i. Travel;
 - ii. Lodging;
 - iii. Business meetings;
 - iv. Meals; and
 - v. Taxis and similar ride-sharing or transportation network vehicles (e.g. Uber or Lyft).

4. In addition to the above invoices, Special Counsel must also submit receipts or other documentation verifying each expense for which Special Counsel expects to be reimbursed by the County.

D. Audits and Reviews

1. At any time, representatives of the County may audit Special Counsel's invoices, billings, and invoicing and billing practices respecting the legal services Special Counsel provides to the County.

2. The County Attorney shall review all bills and invoices and may request that Special Counsel reasonably adjust such bills and invoices to comply with the provisions and directives contained in this Policy.

III. TERMINATION

Despite the termination provisions set out in the Agreement, Special Counsel shall not terminate the agreement and stop providing legal services to the County in the following situations:

- A. Within 30 days of a deadline stated in the applicable docket control order;
- B. Within 60 days of a trial setting or administrative hearing or any appellate deadline in the cause numbers referenced in this Agreement; or
- C. In any other situation in which Special Counsel's termination of legal services would result in substantial prejudice to the County's rights.

Special Counsel may withdraw in accordance with the Texas Disciplinary Rules of Professional Conduct.