



## **M E M O R A N D U M**

**City of Austin  
Financial Services Department  
Purchasing Office**

**DATE:** November 30, 2015  
**TO:** Memo to File  
**FROM:** Jonathan Dalchau, Senior Buyer  
**RE:** MA 5700 PA160000013

This MA was created as a payment mechanism only. The original contract is with the Law Department.



City of Austin  
Law Department

301 W. 2<sup>nd</sup> Street, P.O. Box 1088  
Austin, Texas 78767-1088  
(512) 974-2268

(512) 974-2268  
Writer's Direct Line

(512) 974-2912  
Writer's Fax Line

November 16, 2015

RECEIVED

NOV 30 2015

Admin / Finance

Lawrence Ashe  
Parker Hudson Rainer & Dobbs  
1500 Marquis Two Tower  
Atlanta, GA 30303

RE: Advice and counsel concerning legal compliance under consent decree regarding Justice Dept. review of new hire processes at Austin Fire Dept. and Administration of individual relief components, as assigned by the City Attorney

Dear Mr. Ashe:

This Engagement Letter confirms that you will represent the City of Austin to provide legal services concerning the above-referenced matter. The City requires outside counsel to follow certain policies outlined in the attached Terms of Engagement. Please sign and return this Engagement Letter to Teresa Medina in the enclosed envelope, confirming that you agree to these policies.

Division Chief Bernard L. Crawford is the in-house attorney responsible for managing this matter (the "Managing Attorney"). The City will pay for the legal services you provide, in a total amount not to exceed **\$50,725.00** for all fees and expenses billed under this agreement.

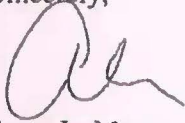
We have agreed that your billing rate for this matter is **\$390.00** per hour. The agreed billing rates for any other named attorney(s) and paralegal(s) authorized to work on this matter, if any, are shown on the attached **Rate Schedule**. **The City will not pay for work by any person not listed on the Rate Schedule unless I preauthorize the change in writing in an amendment to the Rate Schedule.** Unless later agreed to in writing, these hourly rates are set for the duration of this engagement.

If you require consultant or subcontractor services, you must receive prior written approval from me. Pursuant to the City's accounting and auditing policies, you must bill the City on your letterhead for services rendered by other firms, i.e., court reporters, record companies, and consultants. The City cannot pay invoices from other businesses if they were not hired directly by the City.

Lawrence Ashe  
November 16, 2015  
Page 2

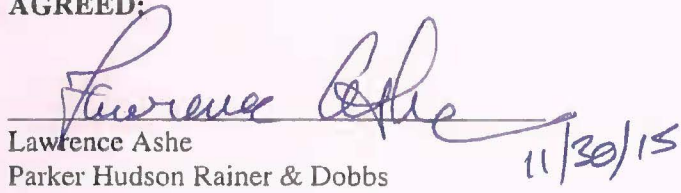
If you have any questions, please do not hesitate to call me or the Managing Attorney.

Sincerely,



Anne L. Morgan  
Interim City Attorney

**AGREED:**

  
Lawrence Ashe  
Parker Hudson Rainer & Dobbs 11/30/15

Attachments: Terms of Engagement  
Rate Schedule

ALM/tmm

**Outside Counsel Hourly Rate Schedule and Authorized Staff**

**The City will only pay for work done by the staff named and at the hourly rates listed below.**

The City expects that this matter will be leanly staffed and economically handled.

Work is to be done by the person with the appropriate qualifications and an appropriate hourly rate for the services performed.


The City expects that work on city matters will be done at hourly rates that are a substantial discount from the firm's general billing rates.

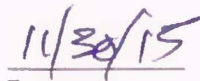
These hourly rates are set for the duration of the engagement.

Only the following people are authorized to work on this matter:

Lawrence Ashe	Partner	\$390/hr
Paul Barsness	Associate	\$390/hr
	Paralegal	\$175/hr
Name	Classification (e.g., "partner," "associate," "paralegal")	Hourly Rate

Agreed:

  
\_\_\_\_\_  
Outside Counsel Initials

  
\_\_\_\_\_  
Date



## INSURANCE WAIVER

Date: **11/16/15**

Department: **Law**

Contractor/Vendor: **Parker Hudson Rainer & Dobbs**

Description of Services: **Legal Services**

Buyer: **Johnathon Dalchau**

Insurance to be waived:

General Liability

☒

Auto Liability

☒

Worker's Compensation

☒

**Professional Liability**

☐

I hereby waive those insurance requirements shown for the above-mentioned contract.

A handwritten signature in black ink, appearing to be "AD", written over a horizontal line.

Signature of Director or Designee

11-16-15

Date

Notes

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