



MEMORANDUM

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

DATE: July 6, 2015
TO: Memo to File
FROM: Jonathan Dalchau, Senior Buyer
RE: MA 7400 S020289

These master agreements were all extended by one (1) year per email from Teresa Medina in the Law Department dated 7/6/2015.

There were no changes made to the funding of these master agreements.

The expiration dates were extended as work with the legal vendors was still pending at the time of the extension.

Yolanda Miller, Deputy Purchase Officer approved this method of contract extension in lieu of a formal amendment.

Contracts:

- PA110000048
- PA110000049
- PA110000051
- PA110000079
- PA130000034
- PA130000037
- PA130000041
- PA130000051
- PA130000052
- PA130000055
- PA130000056
- PA130000058
- PA130000060
- PA130000066
- PA130000067
- PA130000071
- PA140000008
- S020289



MEMO FOR RECORD

May 27, 2010

SUBJECT: Contract No. S020289 "Outside Legal Council"

At the request of the Law Department we have extended the closing date of this open-ended contract through 2015. This has been an ongoing project since May 31, 2002.

When it was originally approved by City Council on 5/23/02, the contract was set up for \$500,000. Council did not approve a final dollar amount or contract period, but has approved the last five amendments to increase the contract amount to the current \$1,316,500.

Stephen Aden, Sr.
Corporate Purchasing Manager
Purchasing Office.



City of Austin
Law Department

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

07-0459

RECEIVED

OCT 03 2007

LAW DEPARTMENT

Writer's Direct Line
(512) 974-2268

Writer's Fax Line
(512) 974-2912

September 27, 2007

James E. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1900
Austin, Texas 78701

SUBJECT: Amendment No. 5 to Engagement Letter dated May 31, 2002

Dear Mr. Cousar:

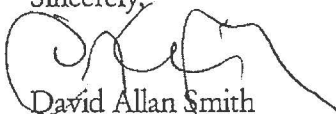
This letter increases the ceiling of our May 31, 2002 agreement to retain you and your firm as outside counsel to represent the City of Austin regarding negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Municipal Airport Project in an amount not to exceed \$150,000, subject to the terms and conditions set forth in the original agreement. The total contract includes:

\$500,000 per the initial agreement of May 31, 2002;
\$166,500 per the supplemental agreement on May 17, 2004
\$250,000 per the supplemental agreement on October 5, 2004
\$150,000 per the supplemental agreement on February 9, 2005
\$100,000 per the supplemental agreement on September 7, 2006 and
\$150,000 per this supplemental agreement

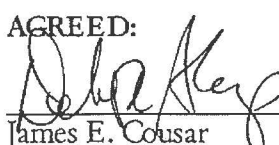
Under the terms of the agreement, you should not incur costs or perform work that cumulatively exceeds \$1,316,500 without first obtaining my approval.

Please sign and return this letter in the attached envelope addressed to Teresa Medina, City of Austin Law Department, at your earliest convenience.

Sincerely,


David Allan Smith
City Attorney

AGREED:


for James E. Cousar
Attorney At Law

10-2-07
Date

DAS/tmm

11118738



City of Austin Law Department

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

Writer's Direct Line
(512) 974-2268

Writer's Fax Line
(512) 974-2912

September 7, 2006

James E. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1900
Austin, Texas 78701

SUBJECT: Amendment No. 4 to Engagement Letter dated May 31, 2002

Dear Mr. Cousar:

This letter increases the ceiling of our May 31, 2002 agreement to retain you and your firm as outside counsel to represent the City of Austin regarding negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Municipal Airport Project in an amount not to exceed \$100,000, subject to the terms and conditions set forth in the original agreement. The total contract includes:

- \$500,000 per the initial agreement of May 31, 2002;
- \$166,500 per the supplemental agreement on May 17, 2004
- \$250,000 per the supplemental agreement on October 5, 2004
- \$150,000 per the supplemental agreement on February 9, 2005 and
- \$100,000 per this supplemental agreement.

Under the terms of the agreement, you should not incur costs or perform work that cumulatively exceeds \$1,166,500 without first obtaining my approval.

James E. Cousar
February 9, 2005
Page 2 of 2

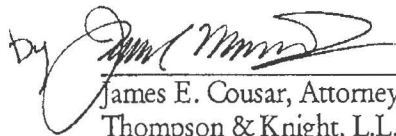
Please sign and return this letter in the attached envelope addressed to Teresa Medina, City of Austin Law Department, at your earliest convenience.

Sincerely,



David Allan Smith
City Attorney

AGREED:



James E. Cousar, Attorney At Law
Thompson & Knight, L.L.P.

9/28/06
Date

DAS/jje



City of Austin Law Department

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

RECEIVED

MAR 01 2005

LAW DEPARTMENT

Writer's Direct Line

(512) 974-2268

Writer's Fax Line

(512) 974-2912

February 9, 2005

James B. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1900
Austin, Texas 78701

SUBJECT: Amendment No. 3 to Engagement Letter dated May 31, 2002

Dear Mr. Cousar:

This letter increases the ceiling of our May 31, 2002 agreement to retain you and your firm as outside counsel to represent the City of Austin regarding negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Municipal Airport Project in an amount not to exceed \$150,000, subject to the terms and conditions set forth in the original agreement. The total contract includes:

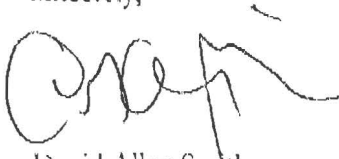
- \$500,000 per the initial agreement of May 31, 2002;
- \$166,500 per the supplemental agreement on May 17, 2004
- \$250,000 per the supplemental agreement on October 5, 2004
- \$150,000 per this supplemental agreement.

Under the terms of the agreement, you should not incur costs or perform work that cumulatively exceeds \$1,066,500 without first obtaining my approval.

James E. Cousar
February 9, 2005
Page 2 of 2

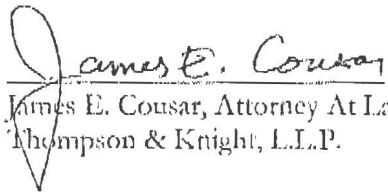
Please sign and return this letter in the attached envelope addressed to Jametta Jones-Larkin, City of Austin Law Department, at your earliest convenience.

Sincerely,



David Allan Smith
City Attorney

AGREED:



James E. Cousar, Attorney At Law
Thompson & Knight, L.L.P.

Feb. 28, 2005
Date

DAS/jje



City of Austin Law Department

Norwood Tower, 114 West 7th Street, P.O. Box 1088
Austin, Texas 78767-8845
(512)974-2268

Writer's Direct Line
(512) 974-2268

Writer's Fax Line
(512) 974-2912

October 5, 2004

James E. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1200
Austin, Texas 78701

SUBJECT: Amendment No. 2 to Engagement Letter dated May 31, 2002

Dear Mr. Cousar:

This letter increases the ceiling of our May 31, 2002 agreement to retain you and your firm as outside counsel to represent the City of Austin regarding negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Municipal Airport Project in an amount not to exceed \$916,500, subject to the terms and conditions set forth in the original agreement. The total contract includes:

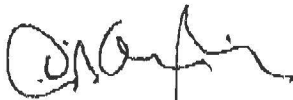
\$500,000 per the initial agreement of May 31, 2002;
\$166,500 per the supplemental agreement of May 17, 2004;
\$250,000 per this supplemental agreement.

Under the terms of the agreement, you should not incur costs or perform work that cumulatively exceeds \$916,500 without first obtaining my approval.

James E. Cousar
October 5, 2004
Page 2 of 2

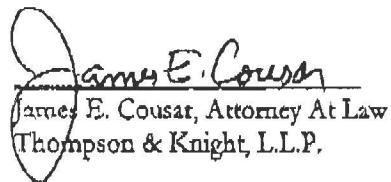
Please sign and return this letter in the attached envelope addressed to Jametta Jones-Ervin, City of Austin Law Department, at your earliest convenience.

Sincerely,



David Allan Smith
City Attorney

AGREED:


James E. Cousar, Attorney At Law
Thompson & Knight, L.L.P.

10/6/04
Date

DAS/jje



City of Austin

Law Department

Norwood Tower, 114 West 7th Street, P.O. Box 1088
Austin, Texas 78767-8845
(512) 974-2268

Writer's Direct Line
(512) 974-2268

ORIGINAL

04-2356

SE

RECEIVED

MAY 27 2004

LAW DEPARTMENT

Writer's Fax Line
(512) 974-2912

May 17, 2004

James H. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1200
Austin, Texas 78701

SUBJECT: Amendment No. 1 to Engagement Letter dated May 31, 2002

Dear Mr. Cousar:

This letter increases the ceiling of our May 31, 2002 agreement to retain you and your firm as outside counsel to represent the City of Austin regarding negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Municipal Airport Project in an amount not to exceed \$666,500, subject to the terms and conditions set forth in the original agreement. The total contract includes:

\$500,000 per the initial agreement of May 31, 2002;
\$166,500 per this supplemental agreement.

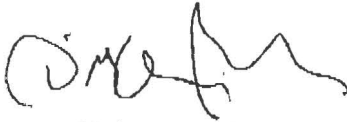
as modified by
letters dated Dec. 4,
2003 and Dec. 8,
2003.

Under the terms of the agreement, you should not incur costs or perform work that cumulatively exceeds \$666,500 without first obtaining my approval.

James H. Cousar
May 17, 2004
Page 2 of 2

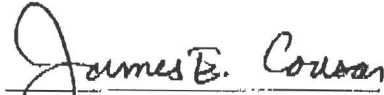
Please sign and return this letter in the attached envelope addressed to Janetia Jones-Ervin, City of Austin Law Department, at your earliest convenience.

Sincerely,



David Allan Smith
City Attorney

AGREED:


James E. Cousar, Attorney At Law
Thompson & Knight, L.L.P.

May 26, 2004
Date

DAS/jje



**Amendment No. 1
to
Contract No. S020289
for
Law Services – RMMA Redevelopment
between
Thompson & Knight LLP
and the
City of Austin, Texas**

- 1.0 The Contract is hereby amended as follows: Change the Contractor's name and vendor code per the information submitted by the Contractor on July 15, 2002 to read as follows:

Change From:

Thompson & Knight

Vendor Code

THO6054810

Business Address:

98 San Jacinto Blvd., Suite 1200

Austin, Texas 78701-4081

Taxpayer Identification Number:

[REDACTED]

Change To:

Thompson & Knight LLP

Vendor Code

THO8306135

Business Address:

1700 Pacific Avenue, Suite 3300

Dallas, Texas 75201-4693

Taxpayer Identification Number:

[REDACTED]

- 2.0 All other terms and conditions of this contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

CITY OF AUSTIN

By: Mick Osborne

Printed Name

Signature

Title

Date

City of Austin, Texas
Purchasing Office

Price Agreement No: S020289
Date Issued: August 23, 2002
Page 1 of 1

Distribution:

Law- Dee Bettcher
Buyer
Lynda Thorpe (if over \$43,000)

Contracting Agency:

Purchasing Office

CSN/SCC, Commodity Code No.:

96149

Commodity/Service:

Legal Services, RMMA Redevelopment

Estimated Dollar Value:

NTE \$500,000.00

Cash Payment Terms:

Net 30

F.O.B. Point:

Destination, Freight Prepaid & Allowed

Contract Period:

May 23, 2002 through May 23, 2003

Extension Options:

N/A

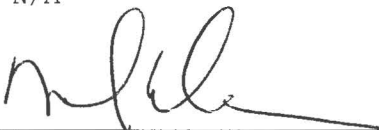
Source, Address, Phone and

Thompson & Knight LLP
1700 Pacific Ave., Suite 3300
Dallas, TX 75201
THO83061351

Replaces contract no.:

N/A

Buyer Name and Signature:


Mick Osborne, CPPB, Sr. Buyer
Purchasing Office, (512)974-2995

Reference File No.:

S020289

Requisition No.:

Tracking No.

mso

☒ **No Goals**

☐ **Goals**



City of Austin
Law Department

Norwood Tower, 114 West 7th Street, P.O. Box 1088
Austin, Texas 78767-8845
(512) 974-2268

(512) 974-2268
Writer's Direct Line

(512) 974-2912
Writer's Fax Line

May 31, 2002

James E. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1200
Austin, TX 78701

Dear Mr. Cousar,

This letter confirms our agreement to retain you and your firm as outside counsel regarding representing the City of Austin in the negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Airport Project. You will provide no other legal or professional services unless you are authorized to do so in advance by me or my designees. All services will be coordinated by Alison Gallaway, Assistant City Attorney, assigned to this project.

The City will pay for the legal services you provide in a total amount **not to exceed** \$500,000 for all fees and expenses billed under this agreement. We agree that your hourly rate for services, described above shall be as stated in the attached exhibit. Further, we agree that the fee to be paid shall be paid based on hours actually worked, and billed on a monthly basis. Our agreement incorporates the further terms and conditions set forth in the attached Outside Counsel Terms of Engagement.

If you require subconsultant or subcontractor services, you must receive prior written approval from me. Pursuant to the City of Austin's current accounting and auditing policies, you must also bill the City on your letterhead for services rendered by other firms, i.e., court reporters, record companies, consultants. The City cannot pay invoices from other businesses if they were not hired directly by the City. The attached Company Profile (VIN) form & W-9 form must also be executed before payment can be made.

Your decision to accept this offer must be made with the understanding that you will comply with Chapter 5-7 of the Austin City Code -- the City's Minority and Women-Owned Business Enterprise Ordinance (M/WBE Program). Attached as Exhibit A to this letter is an M/WBE Program packet that explains what you must do as a contractor if in the course of the contract you intend to or do engage subcontractors or subconsultants. **THE COMPLIANCE PLAN FORM CONTAINED IN THE PACKET MUST BE FILLED OUT AND RETURNED WITH THE FULLY EXECUTED ENGAGEMENT LETTER.** A careful reading of the packet instructions will lead you through the steps you must take. If you have questions regarding how to fill out the Compliance Plan Form, you should not hesitate to contact Pat Cuthbertson of this office at 974-2345. Enclosed for your convenience is a self-addressed envelope

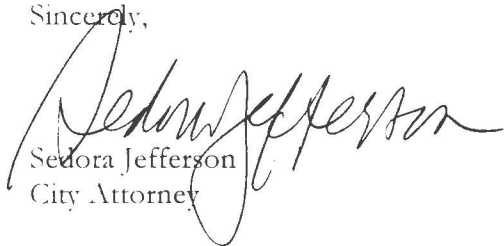
02-511
Recd. Interoffice
Gordon Lee Pettcher
(now Sept) 8-5-02
ORI

Thompson & Knight, L.L.P.
May 31, 2002
Page 2 of 2

to Ms. Cuthbertson to be used for returning the executed Engagement Letter and the Compliance Plan, Company Profile (VIN) and W-9 forms.

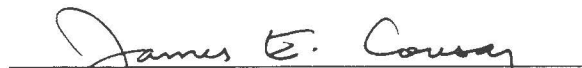
If these arrangements are agreeable to you, please indicate your approval by signing this letter below, and returning it at your earliest convenience.

Sincerely,



Sedora Jefferson
City Attorney

AGREED:



James E. Cousar
Attorney At Law
Thompson & Knight, L.L.P.

TAX ID# 75 281 3604
or SS# _____

SJ/pc

RATE SCHEDULE

Hourly billing rates for services provided for legal representation and counsel are as follows:

<u>Attorney</u>	<u>Hourly Rate</u>
James E. Cousar	\$305
Andrew Ingram	\$210

Blended hourly rate: When both Messrs. Cousar and Ingram's presence and involvement are required at meetings or other events, each attorney will bill at the reduced rate of \$245 an hour each.

MBE/WBE COMPLIANCE PLAN
COVER PAGE, PARTS A, B, C, AND D
(Must be submitted with bid/proposal)

Project/Solicitation Number	
Project Name	

Goals stated in the solicitation: MBE Goal _____ WBE Goal _____

SubGoals stated in the solicitation: African-American Goal _____ Hispanic Goal _____
Native/Asian-American Goal _____ WBE Goal _____

Name of Bidder/Proposer: _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Telephone (____) _____

Bidder/Proposer is a City certified: MBE _____ WBE _____ MBE/WBE Joint Venture _____
If an MBE or WBE, state ethnic/gender code of Bidder/Proposer _____ Non-MBE/WBE _____

**THIS PLAN SHOULD BE SIGNED AND MUST BE SUBMITTED PRIOR TO THE TIME
SPECIFIED IN THE SOLICITATION**

I certify that the information included in this MBE/WBE Compliance Plan is true and complete the best of my knowledge and belief. I further understand and agree that this MBE/WBE Compliance Plan shall become a part of my contract with the City of Austin.

* Thompson + Knight, LLP
Name and Title of Authorized Representative (Print or Type)

James E. Cousar
Signature

June 4, 2002
Date

FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES ONLY:

**HAVING REVIEWED THIS PLAN, I ACKNOWLEDGE THAT THE BIDDER/PROPOSER
(HAS/HAS NOT) COMPLIED AS PER THE 1992 CITY CODE, CHAPTER 5.7, AS AMENDED.**

Compliance Officer

Date

Director

Summary of MBE/WBE Participation

	IFBs and RFPs		RFQs
	Dollars	Percentage	Percentage
Total Base Bid	_____	_____	_____
Total MBEs	_____	_____	_____
Total WBEs	_____	_____	_____
If stated as subgoals			
African American	_____	_____	_____
Hispanic	_____	_____	_____
Native/Asian American	_____	_____	_____
Women	_____	_____	_____

Part A	Disclosure of MBE and WBE Participation
---------------	--

Bidder/Proposer Information

If Bidder/Proposer is an MBE or WBE, disclose Bidder/Proposer's own participation in the base bid, less any amount subcontracted, here:

For IFB/RFPs: Amount \$ _____ (_____ %) For RFQs: % of Contract _____

Below is a list of all proposed MBE and WBE subcontractors/subconsultants/suppliers to be utilized in the performance of this contract (base bid only). (No additions to this list will be considered in the determination of achievement of goals or Good Faith Efforts. The Bidder/Proposer must also use Part D of this form to furnish a list of all non-certified proposed subcontractors/subconsultants/suppliers.)

Subcontractor/Subconsultant/Supplier Information

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. (_____) _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. (_____) _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Part A**Continued: Disclosure of MBE and WBE Participation**
(Please duplicate as needed)

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. () _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. () _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. () _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. () _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Name of MBE/WBE Subcontractor/Subconsultant/Supplier _____
City of Austin certified MBE _____ City of Austin certified WBE _____ Ethnic/Gender Code _____
Contact Person _____ Phone No. () _____
For IFB/RFPs: Amount of Subcontract: \$ _____ (_____ %) For RFQs: % of Contract _____
Brief Description of Work: _____

Part B	Compliance statement for Bidder/Proposer who does not meet the MBE/WBE goals for this procurement
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The Bidder/Proposer has been unable to meet the MBE or WBE goals specified. Complete documentation of the Bidder/Proposer's Good Faith Efforts made to obtain MBE or WBE participation for each goal not met is attached.

_____ **Check here if Part B applies.** Attach copy of the written notice to potential MBE/WBE subcontractors, the log of contacts, the Good Faith Efforts Check Sheet, and any other appropriate documentation of good faith efforts.

Part C	Compliance statement for Bidder/Proposer who seeks to perform the work of the entire contract with its own work force.
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If the Bidder/Proposer has in its inventory all materials, supplies, and equipment to be used in the performance of the contract or will obtain such materials, supplies, and equipment pursuant to existing contracts, the Bidder/Proposer may complete Part C, provided SubGoals are not stated in the solicitation.

Bidder/proposer intends to perform the work of the entire contract with its own work force, without the use of subcontractors/subconsultants/suppliers, and using materials, supplies, and equipment in its existing inventory or obtained pursuant to existing contracts. Use of subcontractors/subconsultants/suppliers is not the Bidder/Proposer's normal business practice. Documentation of the Bidder/Proposer's demonstrated capabilities of performing the work without the use of subcontractors/subconsultants/suppliers is attached. (The documentation may include documentation of personnel, equipment, supplier agreements, and other similar scopes of work successfully completed with the Bidder/Proposer's own work force.)

 _____  **Check here if Part C applies.** Attach documentation of the Bidder/Proposer's demonstrated capabilities to perform the work with its own workforce.

Part D

Disclosure of other subcontractors/subconsultants/suppliers
(Please duplicate as needed).

Below is a list of all proposed non-certified subcontractors/subconsultants/suppliers to be utilized in the performance of this contract. If the Bidder/Proposer did not meet the MBE or WBE goals specified for this project, the work areas indicated in this part will be considered subcontracting opportunities for certified MBEs/WBEs unless shown that certified MBEs/WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved.

If additional elements of work have been identified by the Bidder/Proposer as available for subcontracting, the bidder shall contact SMBR to ascertain the availability of MBE/WBE firms in those areas.

☐ Check here if no non-certified subcontractors/subconsultants/suppliers will be utilized.

Non-Certified Subcontractor/Subconsultant/Supplier Information

Name of Subcontractor/Subconsultant/Supplier _____ Tax I.D. No. _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone No. () _____

For IFB/RFPs: Amount of Contract: \$ _____ (%) For RFQs: % of Contract _____

Brief Description of Work: _____

Reason MBE/WBE not used: _____

Name of Subcontractor/Subconsultant/Supplier _____ Tax I.D. No. _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone No. () _____

For IFB/RFPs: Amount of Contract: \$ _____ (%) For RFQs: % of Contract _____

Brief Description of Work: _____

Reason MBE/WBE not used: _____

Part D

Continued: Disclosure of other Subcontractors/subconsultants/
suppliers (Please duplicate as needed).

Non-Certified Subcontractor/Subconsultant/Supplier Information

Name of Subcontractor/Subconsultant/Supplier _____ Tax I.D. No. _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone No. () _____

For IFB/RFPs: Amount of Contract: \$ _____ (%) For RFQs: % of Contract _____

Brief Description of Work: _____

Reason MBE/WBE not used: _____

Name of Subcontractor/Subconsultant/Supplier _____ Tax I.D. No. _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone No. () _____

For IFB/RFPs: Amount of Contract: \$ _____ (%) For RFQs: % of Contract _____

Brief Description of Work: _____

Reason MBE/WBE not used: _____

Name of Subcontractor/Subconsultant/Supplier _____ Tax I.D. No. _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone No. () _____

For IFB/RFPs: Amount of Contract: \$ _____ (%) For RFQs: % of Contract _____

Brief Description of Work: _____

Reason MBE/WBE not used: _____

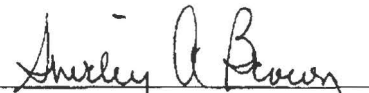
RESOLUTION NO. 020523-24

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council approves a resolution authorizing negotiation and execution of a legal services agreement with Thompson & Knight, L.L.P., for participating in the City team negotiations and for drafting documents related to the Redevelopment of Robert Mueller Municipal Airport project, in an amount not to exceed \$500,000; and authorizes the City Manager to enter into the agreement on terms and conditions that are reasonable, necessary, or required.

ADOPTED: May 23 , 2002

ATTEST:



Shirley A. Brown
City Clerk



City of Austin Law Department

Norwood Tower, 114 West 7th Street, P.O. Box 1088
Austin, Texas 78767-8845
(512)974-2268

(512) 974-2268
Writer's Direct Line

May 31, 2002

RECEIVED

JUN 04 2002

(512) 974-2912
Writer's Fax Line

James D. Cousar
Thompson & Knight, L.L.P.
98 San Jacinto Boulevard, Suite 1200
Austin, TX 78701

LAW DEPARTMENT

Dear Mr. Cousar,

This letter confirms our agreement to retain you and your firm as outside counsel regarding representing the City of Austin in the negotiation, drafting and preparation of documents in connection with the Redevelopment of Robert Mueller Airport Project. You will provide no other legal or professional services unless you are authorized to do so in advance by me or my designees. All services will be coordinated by Alison Gallaway, Assistant City Attorney, assigned to this project.

The City will pay for the legal services you provide in a total amount **not to exceed** \$500,000 for all fees and expenses billed under this agreement. We agree that your hourly rate for services, described above shall be as stated in the attached exhibit. Further, we agree that the fee to be paid shall be paid based on hours actually worked, and billed on a monthly basis. Our agreement incorporates the further terms and conditions set forth in the attached Outside Counsel Terms of Engagement.

If you require subconsultant or subcontractor services, you must receive prior written approval from me. Pursuant to the City of Austin's current accounting and auditing policies, you must also bill the City on your letterhead for services rendered by other firms, i.e., court reporters, record companies, consultants. The City cannot pay invoices from other businesses if they were not hired directly by the City. The attached Company Profile (VIN) form & W-9 form must also be executed before payment can be made.

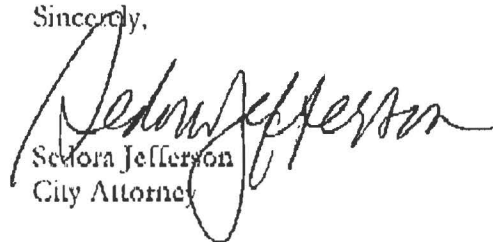
Your decision to accept this offer must be made with the understanding that you will comply with Chapter 5-7 of the Austin City Code -- the City's Minority and Women-Owned Business Enterprise Ordinance (M/WBE Program). Attached as Exhibit A to this letter is an M/WBE Program packet that explains what you must do as a contractor if in the course of the contract you intend to or do engage subcontractors or subconsultants. **THE COMPLIANCE PLAN FORM CONTAINED IN THE PACKET MUST BE FILLED OUT AND RETURNED WITH THE FULLY EXECUTED ENGAGEMENT LETTER.** A careful reading of the packet instructions will lead you through the steps you must take. If you have questions regarding how to fill out the Compliance Plan Form, you should not hesitate to contact Pat Cuthbertson of this office at 974-2345. Inclosed for your convenience is a self-addressed envelope

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to Ms. Cuthbertson to be used for returning the executed Engagement Letter and the Compliance Plan, Company Profile (VIN) and W-9 forms.

If these arrangements are agreeable to you, please indicate your approval by signing this letter below, and returning it at your earliest convenience.

Sincerely,


Sedora Jefferson
City Attorney

AGREED:


James E. Cousar
Attorney At Law
Thompson & Knight, L.L.P.

TAX ID# 75 281 3604
or SS# _____

SJ/pc

RATE SCHEDULE

Hourly billing rates for services provided for legal representation and counsel are as follows:

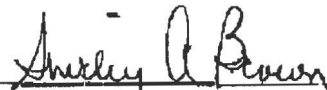
<u>Attorney</u>	<u>Hourly Rate</u>
James E. Cousar	\$305
Andrew Ingram	\$210

Blended hourly rate: When both Messrs. Cousar and Ingram's presence and involvement are required at meetings or other events, each attorney will bill at the reduced rate of \$245 an hour each.

RESOLUTION NO. 020523-24**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council approves a resolution authorizing negotiation and execution of a legal services agreement with Thompson & Knight, L.L.P., for participating in the City team negotiations and for drafting documents related to the Redevelopment of Robert Mueller Municipal Airport project, in an amount not to exceed \$500,000; and authorizes the City Manager to enter into the agreement on terms and conditions that are reasonable, necessary, or required.

ADOPTED: May 23 , 2002**ATTEST:**


Shirley A. Brown
City Clerk