

**RESOLUTION NO. 2005 167 R**

**A resolution approving the City Manager to execute an Employment Contract with Lloyd, Gosselink, Blevins, Baldwin & Townsend, P.C., Attorneys at Law, for representation of the City regarding the rate application filed by CenterPoint Energy/Entex; and declaring effective date.**

THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF VICTORIA, TEXAS:

1.

The City Manager is hereby authorized to execute an Employment Contract with Lloyd, Gosselink, Blevins, Baldwin & Townsend, P.C., Attorneys at Law, for representation of the City regarding the rate application filed by CenterPoint Energy/Entex in an amount not to exceed \$275.00 per hour, which is attached hereto as **Exhibit "A"** and incorporated herein, with changes to form as are approved by the City Attorney.

2.

This resolution shall become effective immediately upon adoption.

PASSED, this the 4<sup>th</sup> day of October, 2005.

AYES: **7**

NAYS: **0**

ABSTENTIONS: **0**

APPROVED AND ADOPTED, this the 4<sup>th</sup> day of October, 2005



ATTEST:

*Scarlet Swoboda*  
SCARLET SWOBODA, City Secretary

Distribution: Legal Department  
City Manager  
Finance Department

*Will Armstrong*  
WILL ARMSTRONG, Mayor of the  
City of Victoria, Texas

APPROVED AS TO LEGAL FORM:

*David Atmar Smith*  
DAVID ATMAR SMITH, City Attorney  
Copies Sent: **OCTOBER 5, 2005**



Mr. Gay's Direct Line: (512) 322-5875  
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Austin, Texas 78701  
Telephone: (512) 322-5800  
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711 N. Carancahua, Suite 700\*  
Corpus Christi, Texas 78475  
Telephone: (361) 654-3200  
Facsimile: (361) 654-3203  
\*By Appointment Only

August 2, 2005

RECEIVED  
08-08-05  
LEGAL DEPT

CONFIDENTIAL  
PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Mr. David Smith  
City Attorney  
P.O. Box 1758  
Victoria, Texas 77902-1758

RE: Employment Contract; Billing File 2410-00

Dear Mr. Smith:

This will confirm our agreement that the firm of Lloyd Gosselink will represent the Cities of Laredo, Victoria, Edna and Kingsville and other participating cities as a coalition reviewing and perhaps opposing a rate application filed by CenterPoint/Entex. At the present time we will work under the direction of a Steering Committee consisting of a representative from each coalition city.

Our firm utilizes a fee structure based on the cost per chargeable hour for attorneys' services, depending on the individual involved and his or her level of experience and expertise. I will be the account representative and the attorney in charge of our representation. My time is currently billed at the rate of \$275 per hour. Betsy Todd and Melissa Ramirez will be working with me and their time will be billed at the rates of \$210/\$180 per hour, respectively. From time to time other attorneys with the firm may be assigned to some aspect of our representation, as appropriate. It is the policy of our firm to review our fee structure annually. We will notify you in writing prior to implementation of any change in our fee structure. It is understood that fees and expenses billed by the firm, as well as fees and expenses of rate consultants will be reimbursed by CenterPoint pursuant to a statutory mandate.

Additionally, we utilize briefing clerks, paralegals and other support personnel to perform those tasks not requiring the time of an attorney. Briefing clerk and paralegal time is billed at an amount determined by the experience of the individual, not to exceed \$100 per hour, and file clerk time is billed at \$30.00 per hour. We will submit all out-of-pocket expenses incurred for reimbursement, as well as invoices from consultants without mark-up. We endeavor to have a statement of services rendered and expenses incurred by the 15th of each month, but my billings frequently do not go out until the end of the month following the month services were rendered.

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Lloyd Gosselink Blevins Rochelle & Townsend, P.C.

Exhibit "A"

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Upon completion of our work on this matter, it is our firm's policy that your original documents (i.e. deeds, wills, etc.) and other client property be returned within a reasonable period of time. Our own files, including lawyer work product pertaining to the matter, will be retained by the firm. These firm files include firm administrative records, time and expense reports, billing and accounting records, and internal work product. Internal work product includes drafts, notes, internal communications (in both paper and electronic mediums), and legal and factual research prepared for the internal use of our firm's lawyers. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us after the completion of our work.

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. The firm employs several security measures to prevent the interception of electronic transmissions and preserve confidentiality. Still, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of our representation of the City.


Periodically, the firm is asked to provide a "Representative Client List" to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). We would like confirmation that we may disclose to third parties the fact that our firm represents a coalition of cities served by CenterPoint/Entex. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation. By signing below you agree that we may reveal to third parties the fact that we represent your city as a member of a coalition of cities.

This agreement shall become effective upon our receipt of a counter-signed original of this letter. This agreement may be terminated by you at any time by written notice to us, provided, when applicable, that permission for withdrawal from employment is granted by the agency or court, as may be appropriate. This agreement may be terminated by this firm on fifteen (15) days written notice that we are no longer in a position to continue representing you in a particular matter for any reason.

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If this agreement is acceptable, please sign the duplicate original provided herein, and return it to us for our records. We look forward to working with you.

Sincerely,



Geoffrey M. Gay

GMG/gaj

24100016050802

APPROVED:

\_\_\_\_\_  
(Client Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

**SCHEDULE OF CHARGES**

As of January 1, 2005

Photocopies	\$	.20/page
Telefax (sending only)	\$	.25/page
Messenger/clerical services, other than secretarial time	\$	10.00/hour
Scanning	\$	.15/page
CD burning or duplication	\$	5.00/CD

**Exhibit "A"**