



City of Austin
Law Department

301 W. 2nd 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

January 28, 2011

Randy T Leavitt
Law Office of Randy T. Leavitt
1301 Rio Grande
Austin, TX 78701

RE: Provide legal advice and counsel relating to the Texas Open Meeting Act including advice relating to the process of handling complaints/allegations filed under the Act, as assigned by the City Attorney, and assisting the city to ensure that its policies and practices are in compliance with the Texas Open Meetings Act.

Dear Mr. ~~Leavitt~~ *Randy*:

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.

I am 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 **\$53,000.00** for all fees and expenses billed under this agreement.

We have agreed that your billing rate for this matter is **\$380.00** 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.

Randy T Leavitt

1/28/2011

Page 2

If you have any questions, please do not hesitate to call me.

Sincerely,



Karen M. Kennard
Acting City Attorney

AGREED:



Randy T Leavitt
Law Office of Randy T. Leavitt

Attachments: Terms of Engagement
 Rate Schedule

KMK/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.

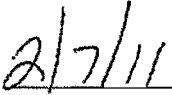
Only the following people are authorized to work on this matter:

Randy Leavitt	Owner	\$380/hr
Randy Langford	Associate	\$150/hr
Erin MacDonald	Legal Assistant	\$75/hr
<u>Name</u>	<u>Classification (e.g., "partner," "associate," "paralegal")</u>	<u>Hourly Rate</u>

Agreed:



Outside Counsel Initials



Date

CITY OF AUSTIN OUTSIDE COUNSEL – TERMS OF ENGAGEMENT

I. DEFINITIONS

“**Agreement**” means this Terms of Engagement, including all exhibits and any written amendments, and the Engagement Letter.

II. DUTIES OF FIRM

A. Scope of Services

We expect matters to be leanly staffed and economically handled. The Managing Attorney will be contacting you to discuss the specific work assignments, possible sharing of work between our in-house staff and your firm, and how to work together most efficiently to fulfill the engagement and to constrain costs. All decisions will be made jointly by you and the Managing Attorney.

Examples of such decisions include whether to:

- engage in extensive research on an issue and who will do the research;
- file a motion;
- hire an expert;
- take a particular deposition; and
- engage in settlement negotiations and the scope of those negotiations.

The potential outcome of a case in litigation should be evaluated early and if early settlement is appropriate, it should be pursued at every stage of the case. If necessary and appropriate, use of a neutral third party is encouraged. Some cases, of course, must be fully litigated.

Any decision to appeal a case must be made by the City Attorney.

In litigation matters, all briefs and any affidavits of City of Austin employees done by your firm must be forwarded to the Managing Attorney for review, in draft, at least three business days before filing. No brief or affidavit may be filed until it has been approved by the Managing Attorney.

In non-litigation matters, discuss with the Managing Attorney the precise services requested and whether a formal opinion is desired, or informal oral or written assistance.

Copies of all legal research or memoranda which you create, whether intended for internal or external use, must be timely furnished to the Managing Attorney.

B. Representation

The Firm shall coordinate all aspects of its services with the Managing Attorney assigned to this matter. Contemporaneous copies of all pleadings, legal memoranda, and correspondence shall be submitted to the Managing Attorney. All policy decisions, including but not limited to all settlement actions shall be made by the Managing Attorney. Please note that formal action by the Austin City Council may be required to approve certain actions, including settlement. All contact with City Officials must be coordinated through the Managing Attorney.

C. **Conflict of Interest**

Before commencing work on this assignment, you must verify whether your firm has a conflict of interest with respect to the parties involved. If any conflicts are present, please advise the Managing Attorney immediately in writing.

Your Firm may be asked to represent various clients whose interests are adverse to those of the City. By signing the Engagement Letter, you affirm that no such conflict exists. Further, during the course of this representation, your firm shall refrain from representing clients whose interests may conflict with those of the City. Should such a conflict arise, you shall contact the Managing Attorney immediately to discuss the situation.

D. **Assignment**

The Firm may not assign this Agreement in whole or in part, or subcontract any legal services without the prior written consent of the Managing Attorney.

E. **Budget Cap to Complete the Engagement**

If required by the Managing Attorney for this engagement, the Firm's budget for this matter is **attached**. The budget may include an agreement that work on this matter will be billed on an hourly basis with **total fees to complete work on the matter capped at the budget limit**. The budget shall include a list of specific legal services, including a detailed estimate of all fees, expenses, and costs for each legal service to be performed. If it becomes apparent to the Firm that it may exceed the budget cap because of unforeseeable, exceptional circumstances, the Firm may notify the Managing Attorney in writing describing in detail the reason why the Firm seeks to increase the budget cap. **It is solely within the City's discretion to deny or agree to a budget cap increase.**

F. **Ethics**

In providing legal services to the City, the Firm and each attorney providing services to the City shall fully comply with the Texas Disciplinary Rules of Professional Conduct. The law firm shall promptly notify the City if any disciplinary action or malpractice action is instituted against the law firm or an attorney providing services to the City.

G. **Media Inquiries**

All inquiries from the media must be referred to the Managing Attorney for response. No public comment on litigation matters may be made without prior approval from the City Attorney.

H. **Authorized Expenditure Ceiling**

The total cost of fees and expenses to the City for representation in this matter shall not exceed the authorized expenditure amount specified in the Engagement Letter. If the City requires additional services, a new or amended Agreement is required before fees or expenses exceeding the expenditure ceiling are incurred. **The City will not pay any amount in excess of the authorized expenditure ceiling without a new or amended written agreement.** Unlike the Budget Cap which is fixed for the engagement, the authorized expenditure ceiling may be increased if additional work is authorized.

I. **Expenses**

The Firm shall exercise prudence in incurring expenses. The Firm agrees to timely pay for all reasonable expenses incurred during representation of the City in this matter, including litigation expenses, if applicable. Such payments shall be made as they become due and payable subject to reimbursement as provided in this Agreement. The City agrees to reimburse the Firm for the reasonable,

actual cost of expenses incurred in this matter as provided in the Billing Requirements section of this Agreement.

J. No Increase in Billing Rates

The City will not increase billing rates for any matter which is in progress without the written approval of the City Attorney in an amended Rate Schedule.

K. Indemnity and Insurance

The Firm shall indemnify and hold the City harmless from any claims, liability, damages, suits, causes of action, and judgments arising out of or caused by the negligence, gross negligence, malpractice, or willful misconduct of the Firm, or any attorney associated with the Firm, in the rendering of legal services. The Firm shall carry professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence and shall not permit such insurance to be canceled or lapse during this engagement. The Firm shall provide an insurance certificate or other proof of insurance to the Managing Attorney with the return of the signed Engagement Letter.

L. Work Products

It is agreed that all files, reports, exhibits, pleadings, data compilations, memoranda, and other work products produced under this Agreement, collectively, the "Documents," are the property of the City of Austin. Upon termination, the Firm may retain a copy of the Documents, but the Firm shall deliver the original Documents to the City Attorney on request, at no expense to the City.

III. BILLING INSTRUCTIONS

Failure to follow these policies may result in no payment for part or all of the fees associated with work that does not comport with these policies.

The City will not pay for work outside the scope of work and assignments approved by the Managing Attorney.

All invoices must be submitted with a remittance page. Your firm's name and remittance address must exactly match your registration on the Vendor Self Service System (VSS).

If your firm has a change of address, you must notify the Managing Attorney immediately and update your registration on VSS. If you move to a different firm, you must indicate in writing your final date with the firm, submit a final invoice from the firm, and indicate your start date with your new firm. The continuation of this engagement and any staffing changes at your new firm must be approved in writing by the City Attorney.

A. Billing Requirements

1. Itemized bills must be submitted on Firm letterhead on a monthly basis.
2. Itemized bills must include a remittance page.
3. The Firm shall bill time in 1/10th of an hour increments.
4. The negotiated hourly rates on the attached Rate Schedule include all overhead and internal charges associated with your firm's practice. The City expects that work for the City will be done at a substantial discount from the firm's general billing rates. The City will not separately pay for overhead or law firm costs associated with services of secretaries, word processors, librarians, investigators, or other support staff.
5. The City will not pay for time spent preparing, discussing, or correcting a billing statement.

6. The City will not pay for opening routine correspondence which does not require a response or impact the merits of the case.

7. The City expects inefficiently spent time to be shown on the bill and written off in the sound exercise of billing judgment.

8. Any attorney work product for which the City is billed shall be provided to the City, either electronically or as a paper copy at the time it is completed.

9. If the Firm requests attorney fees in a contested motion and fees are awarded, the draft should be made payable to the City of Austin, or the amount of the award must be specifically credited on the next billing statement.

10. A copy of all invoices, bills, and receipts for expenses shall be attached to the monthly bill.

11. Expenses over and above the limits set forth herein shall be borne solely by the Firm and shall not be reimbursed under this Agreement.

B. Billing Statement Requirements

All billing statements must contain the following information:

1. IRS taxpayer identification number of the firm or attorney.
2. The vendor's name and address which must exactly match the name and address on the VSS (e.g., if the name includes L.L.P., it must match on the bill and on VSS).

3. Style of case or Matter description.

4. A remittance page with the monthly statement.

5. Dates of service and a detailed description of service. Vague descriptions, such as "review," "update," "attention to file," "research," and "trial preparation" without more specifics are not acceptable.

6. Name, classification (e.g., "partner," "associate," "legal assistant"), billing rate for the person doing the task, and specific time for service to a tenth of an hour.

7. Detailed listing of all expenses with supporting documentation for all third party and travel expenses.

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Sales and Use Tax. The Firm's invoices to the City must not contain assessments of any of these taxes.

C. Consultations

1. The City will not pay for inefficient conferences among outside attorneys or support staff. The City expects the matter to be leanly staffed.

2. The City will not pay for time involved educating an outside attorney on a particular matter when it has previously been handled by another attorney in the Firm.

D. Court Proceedings Attendance

1. Attendance of more than one attorney at depositions or court proceedings, including trials, is not reimbursable without prior approval by the Managing Attorney. Generally, one attorney is expected to handle matters.

2. Time involved for clerks, junior associates, or paralegals to accompany counsel to depositions, hearings, or trials for training purposes is not reimbursable.

E. Inefficient or Duplicate Work

The City will not pay for inefficient work, including the following:

1. More than one attorney performing any one task on a matter.
2. An attorney to re-do the work of a paralegal or another attorney.
3. Multiple entries for reviewing correspondence, documentation, trial, and/or deposition transcripts, indicative of inefficient work.

4. Repeat and inefficient research on an issue.

5. Legal research over 3 hours or any paralegal project over 5 hours, without prior Managing Attorney approval.

6. Research for matters which should be within the knowledge of an experienced practitioner.
7. Time spent training junior or other lawyers.

F. Expenses

The City **will not** pay for the following expenses:

1. General operating expenses other than long-distance phone bills, postage, and copying (not to exceed 10 cents per page).
2. Unnecessary use of express mail, facsimile transmissions, or couriers.
3. Any computerized legal research over \$200.00 without prior Managing Attorney approval.

The Firm must evaluate the need to engage experts, investigators, visual aid companies, etc. on a case by case basis, and must obtain approval of the Managing Attorney before retaining any such services.

G. Travel

The City **will not** pay:

1. For time spent traveling unless productive work is done during that time or a specific arrangement is agreed to in writing with the City Attorney in an amendment to this agreement.
2. For air travel expenses in excess of standard coach or economy fares. Counsel is expected to take advantage of special fares or discounts whenever possible and will check with the Managing Attorney for information on City vendor discounts.
3. For lodging and meals that exceed the per diem rates established by the U. S. General Services Administration.
4. For alcoholic beverages.
5. For charges from in room hotel "honor" bars.

The City **will pay** for automobile mileage not to exceed the amount permitted as a business expense under the Internal Revenue Code.

IV. DUTIES OF CITY

A. Payment Terms

1. The City shall pay the Firm on the basis of monthly invoices submitted by the Firm and approved by the City Attorney or his designee.
2. The City shall make payments to the Firm within 30 days of receipt of an invoice meeting contract and billing requirements.

B. Disputed Payments

1. If the City disputes any item in an invoice the Firm submits for any reason, the Managing Attorney shall advise the Firm of the issue and request that the Firm submit a new invoice of current date that does not include the disputed amount. The City will not pay for time spent discussing or correcting an invoice.
2. If the dispute is later resolved in the Firm's favor, the Firm may include the disputed amount on a separate invoice or on a subsequent monthly invoice.

C. Written Amendment

Unless otherwise specified, this Agreement may be amended only by written instrument executed by the City Attorney.

V. GENERAL PROVISIONS

A. Compliance with Laws

This Agreement and all disputes concerning this Agreement shall be governed by the laws of the State of Texas. Venue of any civil action between the parties regarding this Agreement shall lie exclusively in Travis County, Texas. All obligations of the parties shall be deemed performable in Travis County, Texas.

B. Right to Audit

The City has the right to inspect and audit all books, records, and documents of the Firm pertaining to this engagement at any reasonable time, to the extent necessary to verify the accuracy of any statement, charge, or computation.

C. Audit Expenses

If the Firm is asked to provide information to the City, including, but not limited to City auditors (either City employees or professionals hired by the City to audit the City's records) or the City finance department, the Firm shall provide such information at no additional cost to the City.

D. Entireties

This Agreement, together with the engagement letter, shall constitute the entire Agreement and understanding of the parties concerning the engagement of the law firm. There shall be no amendment or modification to this Agreement, except in writing signed by all parties.

E. Severability

If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court or an agency of competent jurisdiction, such declaration shall not affect the remainder of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. TERMINATION

Termination of Agreement

The City may terminate this Agreement with or without cause at any time. Upon receipt of a written request by the City, the Firm shall immediately discontinue work under the Agreement and transmit all files or written materials to the City. Thereafter, only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed. All such services must be expressly authorized in advance and in writing by the Managing Attorney.

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

Board Certified - Criminal Law
Texas Board of Legal Specialization

Telephone (512) 476-4475
Facsimile (512) 542-3372

March 4, 2011

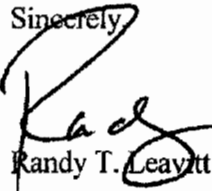
City of Austin, Law Department
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

RE: Legal services related to Open Meetings Act

Dear Karen,

Enclosed please find my invoice for legal services performed on behalf of the City of Austin for the month of January, 2011.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Randy T. Leavitt

RTL/em
Encl.

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

Telephone (512) 476-4475

Facsimile (512) 542-3372

Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
2/28/2011	10130

Date	Description	Quantity	Rate	Amount
1/26/2011	Meeting with Karen Kennard and preparation for meeting; review forwarded materials; research background re: Open Meetings Act	3.5	380.00	1,330.00
1/27/2011	Prepare for meeting at City of Austin, attend meeting; meet with David Escamilla; prepare for City Council meeting, read Attorney General opinion and cases re: Open Meetings Act	8.5	380.00	3,230.00
1/28/2011	Prepare outline for City Council meeting; attend council executive session and memo to file afterward; review outline and prepare oral presentation	6	380.00	2,280.00
1/30/2011	Phone conference with David Escamilla re: process and my involvement; arrange calendar; correspondence to Karen Kennard; phone conference with Karen Kennard; watch Atty General video; prepare notebook; draft interview outline	4	380.00	1,520.00
1/31/2011	Phone conference with Chris Riley; phone conference with Chris Ledel; review materials for meeting in the afternoon	2	380.00	760.00

RECEIVED MAR 16 2011 LAW DEPARTMENT	Total	\$9,120.00
	Payments/Credits	\$0.00
	Balance Due	\$9,120.00

TMH# 49883

11-065

Law Office of Randy T. Leavitt
1301 Pio Grande
Austin, TX 78701

AUSTIN TX 787
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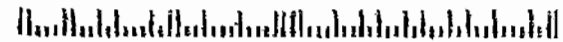
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MAR 16 2011

LAWDEPARTMENT

City of Austin, Law Department
Attn: Karen Keenard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

78767+1088



THE LAW OFFICES OF RANDY T. LEAVITT

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Austin, Texas 78701
randy@randyleavitt.com

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Texas Board of Legal Specialization

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Facsimile (512) 542-3372

March 31, 2011

City of Austin, Law Department
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

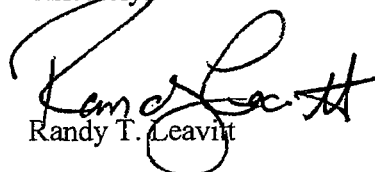
RE: Legal services related to Open Meetings Act

Dear Karen,

Enclosed please find my invoice for legal services performed on behalf of the City of Austin for the month of February, 2011.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Randy T. Leavitt

RTL/em
Encl.

11-092

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

Telephone (512) 476-4475

Facsimile (512) 542-3372

Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
3/31/2011	10124

RECEIVED

APR - 7 2011

LAW DEPARTMENT

Date	Description	Quantity	Rate	Amount
2/1/2011	Conference with Jim Cousar and Bob Heath; phone conference with Karen; phone conference with Jim Cousar; phone conference with Capelle; review notes; meeting with witness over history at City Attorney's office and at Travis County; multiple phone conferences with City Attorney's staff; edit letter opinion re: 1:1	4.8	380.00	1,824.00
2/2/2011	Meeting with Council Member Spelman; meeting with Karen Kennard; preparation for Council Member Martinez interview; read transcripts of interviews on Austin Bulldog website	4.5	380.00	1,710.00
2/3/2011	Meeting with Council Member Mike Martinez; meeting with Karen Kennard; meeting with City Manager, Mark Ott	4	380.00	1,520.00
2/4/2011	Review material for interviews; correspond with team; edit draft; meet with Council Member Riley; meet with Council Member Morrison	5.8	380.00	2,204.00
2/7/2011	Interview Council Member Cole; brief meeting with Karen Kennard; 2 phone conferences with Anne Morgan; take Open Records Request from County Attorney to Karen Kennard; phone conference with Council Members Cole and Riley; phone conference with Karen Kennard; review Attorney General opinions and case law	4.5	380.00	1,710.00
2/9/2011	Phone conference with Anne; correspondence; phone conference with Council Member Spelman	0.5	380.00	190.00
			Total	
			Payments/Credits	
			Balance Due	

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randy@randyleavitt.com

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Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
3/31/2011	10124

Date	Description	Quantity	Rate	Amount
2/10/2011	Meeting with David Escamilla re: PIA request; phone conference with Karen Kennard	1.3	380.00	494.00
2/11/2011	Review Ott memo; phone conference with David Escamilla; correspond with Escamilla; research and read case and Attorney General manual on Open Meetings Act Made Easy	2	380.00	760.00
2/13/2011	Meet with Mayor, consultation on Open Meetings Act and Open Records Request pending; research on personal equipment and whether subject to Public Information Act	3	380.00	1,140.00
2/14/2011	Review documents; multiple phone conferences with Jim Cousar; 2 phone conferences with Karen Kennard; meeting at Karen Kennard's office	6.5	380.00	2,470.00
2/15/2011	Meet with Council Member Martinez and later with Karen Kennard and Anne Morgan re Public Information Act; reading case law Dallas COA case and brief	2.5	380.00	950.00
2/16/2011	Review documents for Public Information Act; review backup for stipend	2.5	380.00	950.00
2/17/2011	Council meeting; phone conference with consultant; meeting with City Attorney and staff; phone conference with Karen Kennard; phone conference with David Escamilla re: PIA request; review documents	3.5	380.00	1,330.00
			Total	
			Payments/Credits	
			Balance Due	

THE LAW OFFICES OF RANDY T. LEAVITT

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Facsimile (512) 542-3372

Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
3/31/2011	10124

Date	Description	Quantity	Rate	Amount
2/18/2011	Meeting at City Hall to review documents with Mayor; meeting at City Hall to review Council Member Morrison docs; meeting with Anne; meeting with Karen Kennard	4	380.00	1,520.00
2/20/2011	Review correspondence and organize files; read Council Member Spelman transcript	0.9	380.00	342.00
2/22/2011	Numerous phone conferences with City Attorney's Office; phone conference with County Attorney; e-mails, forward info to County Attorney	1	380.00	380.00
2/23/2011	Correspondence; phone conference with David Escamilla re: PIA request; phone conference with Karen; phone conference with Anne	1	380.00	380.00
2/24/2011	Review correspondence	0.3	380.00	114.00
2/25/2011	Phone conference with Karen; phone conference with David Escamilla; correspondence	0.3	380.00	114.00
2/26/2011	2 phone conferences with Mayor; phone conference with MPT; review attorney-client memo; correspondence	1	380.00	380.00
2/27/2011	Correspondence, review and respond	0.5	380.00	190.00
2/28/2011	Correspondence, review and respond	0.5	380.00	190.00
			Total	\$20,862.00
			Payments/Credits	\$0.00
			Balance Due	\$20,862.00

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

Please return payment to:

The Law Offices of Randy T. Leavitt
1301 Rio Grande
Austin, Texas 78701

Invoice For: **City of Austin - Law Department**
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

Amount Due	Amount Enclosed
\$20,862.00	



Law Office of Randy T. Lewis
1301 Rio Grande
Austin, TX 78701

AUSTIN TX 787

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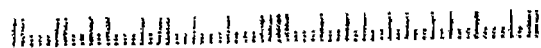
City of Austin, Law Department
Attn: Karen Keenard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

RECEIVED

APR - 7 2011

LAWDEPARTMENT

78767+1088



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Texas Board of Legal Specialization

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Facsimile (512) 542-3372

May 3, 2011

City of Austin, Law Department
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

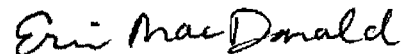
RE: Legal services related to Open Meetings Act

Dear Karen,

Enclosed please find an invoice for legal services performed on behalf of the City of Austin for the month of March, 2011.

Should you have any questions, please do not hesitate to call.

Sincerely,



Erin MacDonald, Legal Assistant

/em
Encl.



City of Austin
Law Department

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Austin, Texas 78767-1088
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Writer's Fax Line

April 28, 2011

Randy T Leavitt
Law Office of Randy T. Leavitt
1301 Rio Grande
Austin, TX 78701

RE: Amendment No. 1 to Engagement Letter Dated February 28, 2011 regarding
Texas Open Meetings Act Process.

Dear Mr. Leavitt:

This letter is to notify you of an increase in our original contract agreement to provide legal services concerning the above-referenced matter. The increase is for the amount of \$70,000.00, for a contract total not to exceed \$123,000.00. The total contract includes:

\$53,000.00 per the initial agreement of February 28, 2011; and
\$70,000.00 per this supplemental agreement.

Please sign and return this letter to Teresa Medina in the self addressed envelope.

Sincerely,

Karen M. Kennard
City Attorney

AGREED:

Randy T Leavitt
Law Office of Randy T. Leavitt

KMK/tmm

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May 3, 2011

City of Austin, Law Department
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

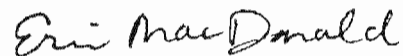
RE: Legal services related to Open Meetings Act

Dear Karen,

Enclosed please find an invoice for legal services performed on behalf of the City of Austin for the month of March, 2011.

Should you have any questions, please do not hesitate to call.

Sincerely,



Erin MacDonald, Legal Assistant

/em
Encl.

11-135

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
 Austin, Texas 78701
 randy@randyleavitt.com

Telephone (512) 476-4475

Facsimile (512) 542-3372

Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
4/29/2011	10132

RECEIVED

MAY - 5 2011

LAWDEPARTMENT

Date	Description	Quantity	Rate	Amount
3/1/2011	Phone conference with David Escamilla; 3 phone conferences with Karen Kennard; correspondence	1.5	380.00	570.00
3/2/2011	Correspondence; phone conference with Anne Morgan	0.3	380.00	114.00
3/3/2011	City Council, Executive Session; meet with City Attorney; preparations for meeting with CA, meeting with CA; phone conference with Karen Kennard	8.8	380.00	3,344.00
3/4/2011	Review correspondence and memos from City	0.8	380.00	304.00
3/7/2011	Phone conference with Jim Cousar; phone conference with Karen Kennard; review correspondence and prepare for work session; phone conference with David Escamilla; review correspondence	0.8	380.00	304.00
3/8/2011	Phone conference with Mayor; phone conference with MPT; prepare to attend and attend work session	2.5	380.00	950.00
3/9/2011	Phone conference with Karen Kennard; phone conference with David Escamilla; conference with David Escamilla; phone conference with Council Member Riley; review editorials	1.5	380.00	570.00
3/10/2011	Research; phone conference with Jacqueline Cullom; review attachments to send to County Attorney; review correspondence and respond	1.9	380.00	722.00
3/11/2011	Meeting at City with officials re: Public Information Act process and meeting with Asst. City Attorney	1.8	380.00	684.00
			Total	
			Payments/Credits	
			Balance Due	

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City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
4/29/2011	10132

Date	Description	Quantity	Rate	Amount
3/12/2011	Correspondence	0.3	380.00	114.00
3/13/2011	Review complaint and pleadings in Alpine case; review 5th Cir. opinion in Rangra; review Plaintiff's trial brief in Alpine case	1.5	380.00	570.00
3/14/2011	Phone conference with Karen; phone conference with Mayor	0.7	380.00	266.00
3/15/2011	Meeting at City Hall with CTM; meeting with Legal Team	3	380.00	1,140.00
3/16/2011	Review correspondence; 3 phone conferences with Anne Morgan; phone conference with Teri Pennington at CTM; meeting at CTM with Anne Morgan and Teri Pennington; meeting with County Attorney staff at CTM; phone conference with Mayor; 2 phone conferences with MPT; review correspondence; prepare correspondence to County Attorney	6.5	380.00	2,470.00
3/17/2011	Meeting with Mayor; phone conference with Mayor; meeting with Council Member Shade; review correspondence; 3 phone conferences with Anne Morgan	6	380.00	2,280.00
3/18/2011	Meeting at City Hall; multiple phone conferences with David Escarnilla, MPT Martinez, Council Member Cole	6	380.00	2,280.00
3/19/2011	Phone conference with Council Member Riley	0.5	380.00	190.00
			Total	
			Payments/Credits	
			Balance Due	

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City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
4/29/2011	10132

Date	Description	Quantity	Rate	Amount
3/20/2011	Phone conference with Council Member Morrison; review Martinez e-mails and compare to previous production	2.5	380.00	950.00
3/21/2011	2 phone conferences with Martha Dickie; review documents and e-mails; meeting with Martha Dickie and Council Member Shade	1.8	380.00	684.00
3/22/2011	Review documents; work session; meeting with MPT Martinez; meeting with Karen Kennard; prepare for and attend meeting with City Managers; phone conference with media; phone conference with Karen Kennard; meeting with David Escamilla	7	380.00	2,660.00
3/23/2011	2 phone conferences with Jim Cousar; meeting with Jim Cousar; meeting with civil attorney from County Attorney; phone conference with Karen Kennard	3	380.00	1,140.00
3/24/2011	Phone conference with Joel Bennett; phone conference with Brian Roark; Executive Session; phone conference with Mayor; phone conference with David Escamilla	5	380.00	1,900.00
3/25/2011	2 phone conferences with Jim Cousar re: Alpine; phone conference with Karen Kennard re: Auditor office; 2 phone conferences with Brian Roark; phone conference with Grigson re: representation of Laura Morrison	1.5	380.00	570.00
3/26/2011	2 phone conferences with Brian Roark; phone conference with David Escamilla	1	380.00	380.00
			Total	
			Payments/Credits	
			Balance Due	

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City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
4/29/2011	10132

Date	Description	Quantity	Rate	Amount
3/27/2011	Phone conference with David Escamilla; phone conference with Brian Roark re: Mayor and cases; phone conference with Joe Turner re: MPT	2	380.00	760.00
3/28/2011	Review e-mails produced; meeting with Council Member Cole; phone conference with Jim Cousar re: work session; review case law and Attorney General opinions re: PIA/TOMA; phone conference with Brian Roark; phone conference with Martha Dickie; phone conference with Jim Cousar; research 1st Amendment issues	5.7	380.00	2,166.00
3/29/2011	Meeting with attorneys at City Hall re: work session; attend Executive Session and work session; meeting with Jim Cousar and Council Member Morrison; post meeting with Jim Cousar; phone conference with MPT Martinez; phone conference with Karen Kennard	7.4	380.00	2,812.00
			Total	
			Payments/Credits	
			Balance Due	

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City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
4/29/2011	10132

Date	Description	Quantity	Rate	Amount
3/30/2011	Meeting with Joe Turner and phone conference with Brian Roark re: personal e-mails and respective clients; review PIA documents; prepare for release; meeting with Mayor's attorney; meeting with MPT Martinez' attorney; phone conference with Council Member Cole and attorney; multiple phone conferences with Karen Kennard; phone conference with Anne Morgan; meeting with Jim Cousar; phone conference with Council Member Riley; meeting with Council Member Shade and attorney; phone conference with Chuck Grigson, Council Member Morrison's attorney; phone conference with Council Member Shade's attorney; phone conference with David Escamilla	8	380.00	3,040.00
3/31/2011	Meeting with Council Member Shade, Martha Dickie, Brian Roark, Joe Turner; meeting with Council Member Cole and attorney, Joel Bennett; meeting with Karen Kennard	7	380.00	2,660.00
			Total	\$36,594.00
			Payments/Credits	\$0.00
			Balance Due	\$36,594.00

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

Please return payment to:

The Law Offices of Randy T. Leavitt
1301 Rio Grande
Austin, Texas 78701

Invoice For: **City of Austin - Law Department**
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

Amount Due	Amount Enclosed
\$36,594.00	

Law Office of Nancy L. LeVine
1301 East Street
Austin, TX 78701

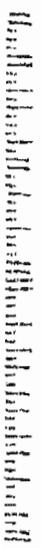
AUSTIN TX 787
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RECEIVED
MAY - 5 2011
LAW DEPARTMENT

City of Austin, Law Department
Attn: Karen Konnard, City Attorney
P.O. Box 2092
Austin, Texas 78767-1088

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THE LAW OFFICES OF RANDY T. LEAVITT

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randy@randyleavitt.com

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Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
5/31/2011	10142

Date	Description	Quantity	Rate	Amount
4/1/2011	Phone conference with Martha Dickie; phone conference with Joe Turner; phone conference with Anne Morgan; review correspondence; respond to media inquiry re: civil complaint; prepare press release; review civil complaint; phone conference with City Legal; phone conference with media outlet	2.5	380.00	950.00
4/3/2011	Phone conference with Karen Kennard re: press release about stipend article; phone conference with Teri Pennington; meeting with Brian Roark re: Mayor private e-mails	1	380.00	380.00
4/4/2011	Phone conference with Joe Turner; meeting with Turner; phone conference with Martha Dickie; phone conference with Jim Cousar; meeting with Karen Kennard, Anne Morgan and Cousar	3.5	380.00	1,330.00
4/5/2011	Phone conference with Karen Kennard; preparation for group meeting, researching cases; meeting with Karen Kennard, Jim Cousar and Anne Morgan; phone conference with MPT; afternoon meeting with Anne Morgan, Karen Kennard, Jim Cousar; phone conference with David Escamilla; phone conference with Council Member Shade; phone conference with Council Member Cole	6	380.00	2,280.00
4/6/2011	Phone conference with Jim Cousar; meeting at Thompson & Knight; meeting with David Escamilla	4	380.00	1,520.00
4/7/2011	Phone conference with Grigson; Executive Session; phone conference with Joe Turner	5.3	380.00	2,014.00

Total

Payments/Credits

Balance Due

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JUN 02 2011

LAW DEPARTMENT

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THE LAW OFFICES OF RANDY T. LEAVITT

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Bill To
City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
5/31/2011	10142

Date	Description	Quantity	Rate	Amount
4/8/2011	2 phone conferences with Karen Kennard; phone conference with MPT; phone conference with Joe Turner	1	380.00	380.00
4/11/2011	2 phone conferences with David Escamilla; phone conference with Jim Cousar	0.7	380.00	266.00
4/12/2011	2 phone conferences with Chris re: Ethics Comm. hearing; attend Ethics hearing	2.1	380.00	798.00
4/13/2011	Phone conference with Karen Kennard; phone conference with Brian Roark; 2 phone conferences with Joe Turner; phone conference with David Escamilla; meeting with David Escamilla; work on draft response to Collins re: § 3215 complaint; phone conference with Anne Morgan and Karen Kennard	1	380.00	380.00
4/14/2011	Meeting with Karen Kennard and Anne Morgan; comment on draft legal memos re: staff briefing; respond to e-mails on Collins letter re: § 3215 complaint; edit and respond; phone conference with Collins	2	380.00	760.00
4/18/2011	2 phone conferences with Karen Kennard; phone conference with Collins; phone conference with David Escamilla re: Collins meeting	0.8	380.00	304.00
4/19/2011	Phone conference with Joe Turner; phone conference with David Escamilla; correspondence, phone conference with Jim Cousar; research on 6th circuit cases	1.8	380.00	684.00
			Total	
			Payments/Credits	
			Balance Due	

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Date	Invoice #
5/31/2011	10142

Date	Description	Quantity	Rate	Amount
4/20/2011	Phone conference with Jim Cousar; phone conference with Anne Morgan; correspondence to City; review documents responsive to PIA; meeting at City to prepare for meeting 4/21 with County Attorney re: Bulldog complaint	5.5	380.00	2,090.00
4/21/2011	Prepare for Executive Session; edit draft press release with PIA documents; meeting with County Attorney re: Bulldog complaint; attend Executive Session; multiple phone conferences with Karen Kennard, David Escamilla, Anne Morgan and Carey Grace	6.5	380.00	2,470.00
4/22/2011	Prepare supplemental letter to Collins and circulate; 3 phone conferences with Deborah Thomas; phone conference with Anne Morgan; phone conference with David Escamilla; correspondence	1.5	380.00	570.00
4/25/2011	Phone conference and correspondence with Karen Kennard; phone conference and correspondence with David Escamilla	0.5	380.00	190.00
4/26/2011	Briefly attend work session; brief meeting with Karen Kennard and Jim Cousar; meet with Council Member Riley's attorney; review legislative history; phone conference with Council Member Spelman's attorney	1.5	380.00	570.00
4/27/2011	Meet with Council Member Morrison's attorney; meet with City Manager, Karen Kennard and County staff re: meetings and follow-up debriefing	4.3	380.00	1,634.00
			Total	
			Payments/Credits	
			Balance Due	

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City of Austin - Law Department Attn: Karen Kennard, City Attorney P.O. Box 1088 Austin, Texas 78767-1088

Date	Invoice #
5/31/2011	10142

Date	Description	Quantity	Rate	Amount
4/28/2011	Executive Session at Crockett High School	3	380.00	1,140.00

Total		\$20,710.00
Payments/Credits		\$0.00
Balance Due		\$20,710.00

THE LAW OFFICES OF RANDY T. LEAVITT

1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com

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1301 Rio Grande
Austin, Texas 78701

Invoice For: **City of Austin - Law Department**
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

Amount Due	Amount Enclosed
\$20,710.00	



THE LAW OFFICES OF RANDY T. LEAVITT

**1301 Rio Grande
Austin, Texas 78701
randy@randyleavitt.com**

Board Certified - Criminal Law
Texas Board of Legal Specialization

Telephone (512) 476-4475
Facsimile (512) 542-3372

May 31, 2011

City of Austin, Law Department
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

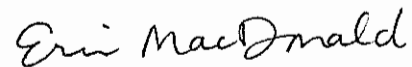
RE: Legal services related to Open Meetings Act

Dear Karen,

Enclosed please find an invoice for legal services performed on behalf of the City of Austin for the month of April, 2011.

Should you have any questions, please do not hesitate to call.

Sincerely,



Erin MacDonald, Legal Assistant

/em
Encl.

SEAN WILSON of BARRY BURTON
1701 Riva Grande
Austin TX 78701

AUSTIN TX 787
01 JUN 2011 PM 4 T



CITY OF AUSTIN, LAW DEPARTMENT
Attn: Karen Kennard, City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

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JUN 02 2011
LAW DEPARTMENT

787 574 1088

