

THE RIVERON LAW FIRM, P.C.

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Sherri L. Benjamin-Riveron
Principal

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August 3, 2009

Mr. Roger Roecker
Interim City Manager
City of Friendswood
910 S. Friendswood Dr.
Friendswood, Texas 77546

RE: AGREEMENT TO PROVIDE GENERAL COUNSEL, PROJECT DEVELOPMENT AND GRANT WRITING SERVICES

Dear Mr. Roecker:

Thank you for the opportunity to submit this letter which will outline our agreement to provide General Counsel, Project Development and Grant Writing Services (as described below) to assist the City of Friendswood ("City") in services related to Federal and State grant processes.

Since our experience has been that it is mutually beneficial to set forth, at the onset of our representation, the role and responsibilities of both The Riveron Law Firm P.C. ("Firm") and the client, City, we are providing you with this letter, which will outline our mutual agreement to provide services relating to Federal and State grant process, which services are as described herein.

TERM OF THE AGREEMENT

This Agreement covers services related to the Federal and State grant processes, starting September 1, 2009 and ending on September 30, 2010. Any additional services needed after September 30, 2010 will either be paid on an hourly base as described in the Other Services section of this Agreement or will require a new agreement for a flat fee as agreed to by both Parties.

COMPENSATION – Fee Schedule

Fees

Fees related to General Counsel, Project Development and Grant Writing services are based on a flat fee in the amount of \$70,416.58 payable in thirteen (13) monthly installments of \$ 5,416.66 to be paid on the first calendar day of each month beginning September 1, 2009 with the last payment on September 1, 2010. Fees charged for project services are ***not*** contingent upon the actual completion of any grant project or actual receipt of any grant funding.

Out of Pocket Expenses

The City agrees to reimburse the firm for all actual and necessary out of pocket expenses which may include photocopying, messengers, long-distance, telephone calls, facsimile transmissions, and postage which will be billed monthly, normally these expenses are associated with production of grant applications. Our firm will first seek to utilize the resources of the City (such as photocopying and mailing); but, where there are unusual deadlines or it is impractical to do so, the Firm will notify the City and seek reimbursement from the City for all out of pocket expenses.

PROJECT SCOPE OF WORK

Project Objectives/Description

Our Firm will work with City staff to seek funding sources, develop projects for funding and provide guidance throughout the funding process. Our Firm will work on projects as agreed to by the City and the Firm. Because it is impossible to predict disaster type events this Agreement specifically *excludes* Firm services for any future disaster events. This Agreement does not include ongoing administration of any grants. This Agreement may be modified to include such services at the request of the City when and if such services are requested.

Services/Deliverables

We will provide guidance and advice relating to the grant processes, development of the projects and assist the City throughout the application process for funds by researching and monitoring federal agency rules and regulations including the following:

1. Provide guidance and advice to, and consult with the City staff, and other City contractors on all relevant matters of federal regulations relating to the possible grant projects.

2. Provide guidance and advice to, and consult with City staff on matters related to compliance with the federal regulations, interpretation and application of such laws to the development and implementation of authorized grant related activities. Assist the City in setting up proper documentation of grant development and compliance which will assist the City in future project audits.
3. Provide guidance and consult with the City staff on items for presentation, consideration, discussion, and action to be included on the agendas of the City relating to the projects and review or draft the language for project public notices for posting as required by law, attend all meetings of the City relating to the projects as requested or required.
4. Provide guidance and advice to, and participate with staff of the City during discussions with City contractors, other private, non-profit, and other public and government partners on matters related to the grant projects where their participation is part of the grant projects; but, the Firm will *not* provide advice on matters related to contracts between the City and public and private parties, including employment contracts, and professional and consulting services contracts.
5. The Firm will inform the City regarding regulatory requirements associated with grant related provisions such as the "Buy America" provisions. The Firm will not provide legal opinions on behalf of the City but will work with the City Attorney on matters related to the grant projects. Typically the Firm will draft letters and correspondence to the grant funding sources and work with the City Attorney on title issues should they arise.
6. Coordinate with and submit project documents on behalf of the City to the grant funding sources.
7. Coordinate with the City to respond to federal and state agency funding source requests for additional information and subsequent documentation until any grants are awarded, within the timeframe of this agreement.
8. May recommend additional documentation to support future reporting requirements should the grant be awarded.

Cooperation

To enable us to render effectively the services contemplated, the City agrees to disclose fully and accurately all facts and keep us informed of all developments relating to the Firm and

City related projects. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us.

OTHER SERVICES

The Firm will provide additional consulting services to the City as needed after September 30, 2010 on an hourly base fee of \$ 250.00 per hour plus all out-of-pocket expenses and costs as described above in the Out of Pocket Expenses section and billed monthly.

Should the City decide to seek any additional or new funding sources and applications after September 30, 2010, The Firm will be happy to discuss firm services for those projects/applications and reach a new agreement.

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ACCEPTANCE

If the foregoing correctly reflects your understanding of the terms and conditions of our services, please so indicate your acceptance and agreement of this engagement letter by signing in the space provided below and return it to the undersigned.

Very truly yours,
The Riveron Law Firm, P.C.

By: _____
Sherri Benjamin-Riveron, Principal

Accepted and Agreed to in all terms:

The City of Friendswood

By: _____

Name: _____

Title: _____

Date: _____