

**Exhibit 2**

**RFQ 17-25 Engagement Letter**

*The attached includes the 6 page proposed engagement letter to be used by HCC.*

## **ENGAGEMENT LETTER**

Dear: [Lead Counsel/Partner]

We are pleased to inform you that your law firm has been selected as one of \_\_\_ firms to provide legal services to Houston Community College System ("HCCS") for \_\_\_\_\_ related legal services. This will serve as an Engagement Letter between HCCS and your firm to provide legal services, and work closely with HCCS General Counsel to provide representation to HCCS for claims and/or law suits brought against the college. With this letter I am sending a copy of **HCC Office of General Counsel Guidelines for Outside Counsel**. Except as set forth in this letter, or specifically agreed to by me, the guidelines will govern your representation of HCC in this matter and all subsequent matters in which you are retained.

At this time, HCCS does not confer any exclusive benefit or guarantee that any case or any matter or any minimum number of cases or matters will be assigned to any particular firm(s) or attorney(s). Our experience has been that it is important to set forth, at the outset, the role and responsibilities of both the selected law firm and HCCS. Having referenced those responsibilities in the Request for Qualifications for Legal Services, **RFQ 17-25 (List RELATED LEGAL SERVICES)**, I have provided a summary of those responsibilities for your review. I propose the following:

### **Retainer**

No retainer is required.

### **Scope of Work**

The scope of representation to provide general legal services will be determined on an as needed or case-by-case basis. Counsel may be called upon to represent HCC in civil matters that arise from claims or law suits presented against HCC, its Board of Trustees, Officers, employees, etc. While counsel will report to HCC on all legal matters they may also have a dual relationship with United Educators the legal liability insurance provider for HCCS. While HCCS has a large Self Insurance Retention/Deductible we expect counsel to cooperate with our insurance provider. Any issues of conflict between the insurance company and HCC will be resolved by HCC General Counsel. Specific assignments may include investigating, advising, negotiating, drafting, and/or reviewing documents and litigation or representation in court, administrative hearings or alternative dispute resolution process.

In the event additional time is needed to complete your representation, you must notify the General Counsel immediately. In addition, all work product generated as a result of this engagement shall remain CONFIDENTIAL. The selected firm shall provide those legal services reasonably required to adequately represent HCCS, and shall take reasonable steps to keep HCCS informed of the progress.

Your firm shall not perform legal services other than those specified without consultation with and authorization from HCC General Counsel.

### **Attorneys Assigned to OGC Matters**

When a matter is assigned to your firm, we will discuss with you who will be the responsible partner(s) on the assignment, as well as any associate(s) and paralegal(s) who you propose will work on the matter. Your firm should use its best efforts to use the same professionals during the course of the matter. We understand that, from time to time, other individuals may assist with the matter. However, if you expect a new individual to take on a significant responsibility, or you intend to shift a major responsibility among your professionals, we request that you consult with us before doing so.

All matters shall be staffed with the minimum number of attorneys consistent with high quality legal services. Only one person from a firm should attend meetings, status conferences, depositions, mediations, and arguments, etc., unless attendance of more is required to accomplish the purpose of the event. It is expected that the necessity of attendance by more than one person from the firm will be a rare exception and, in those instances, prior approval from the OGC is required.

Correspondence between your firm and the courts, including pleadings and briefs, shall be signed by a partner of the firm, unless we otherwise agree in a particular instance. Further, court appearances for trials, evidentiary hearings or dispositive motions, and depositions of key witnesses, shall be handled by a partner of the firm, unless we otherwise agree.

### **Budgeting Projects and Lawsuits**

Unless otherwise agreed, estimated budgets must be provided for all litigation matters and for all other projects expected to exceed \$5,000 or six months' duration. The budget must be received by the General Counsel no later than 10 days of your firm's engagement on a matter.

The budget should estimate the nature and scope of proposed work and identify major phases (i.e., pleadings, discovery, motions, and trial). The budget should be sent to the HCC attorney who is your primary contact for the engagement. You should immediately advise the OGC attorney of any developments that may significantly impact the projected budget. Periodically, and at least every six months, you should revise the budget, if necessary. Each revision should note the total original projected budget, so that the revisions are clear.

### **Fees & Other Charges**

HCC agrees to pay for legal services based upon a fair and reasonable price based on the market. Billable time shall include preparation, research, travel, and transportation time. It is recognized by both parties to this agreement that such hourly billing rates at the time this agreement is entered into are indicated hereto.

In addition to your legal billing rates, we expect that there will be other incidental charges for items incident to the performance of your legal services, such as photocopying, messengers, facsimile transmissions and postage, specialized computer applications such as computerized legal research and filing fees.

Based on our prior conversation, your firm will charge the following fees/rates:

- (1) Attorney billing fee: \$\_\_\_\_\_ per hour
- (2) Paralegal fee: \$\_\_\_\_\_ per hour
- (3) Copying \$\_\_\_\_\_ per copy

If attorneys are replaced during the engagement, HCC should not be charged for time spent by the new attorney getting “up to speed.” Use and selection of outside professional services and expert witnesses must be approved in advance by the OGC.

HCC will reimburse you for reasonable and necessary out-of-pocket expenses including meal and travel expenses (without markup) which are incurred as a direct result of your representation of HCC subject to prior written approval from the General Counsel. In the event extensive travel is expected (i.e. any travel including an overnight stay) the travel arrangements must be agreed to by the OGC prior to the expenses being incurred. All travel expenses must be for the lowest available fare on the most efficient mode of transportation. Travel time will not be billed unless legal services are provided during this time. Travel receipts for which reimbursement is sought shall be provided with the invoice. Reimbursement for meals and travels expenses shall be subject to HCC’s travel and business expense policies and procedures.

### **Billing and Billing Cycle**

Please submit a monthly invoice for fees and costs incurred during the preceding month, unless such fees and costs are less than \$500.00, in which case billing of such fees and costs may be deferred to the following month if the firm desires. ***A separate bill should be submitted for each separate matter handled by your firm.*** Time must be billed in increments of tenths of an hour.

Each invoice should be in a logical format and include at least the following information:

- i. the name of the matter (each matter should be billed separately);
- ii. an identification of the individual(s) who worked on the matter (including a reference to whether the individual is a partner, counsel, associate, or paralegal) and a description of each activity performed;
- iii. the time spent by each person involved in that activity in 1/10 increments and applicable hourly rates;
- iv. a separate statement of all outstanding (i.e. unpaid, but previously billed) fees and costs; and
- v. a statement of the total amount of fees and costs “billed to date” for the matter, making it clear whether the currently invoiced fees and costs are included. A summary of fees must also be included.
- vi. All invoices must include a cover page entitled, “Invoice Summary” which includes the invoice date, invoice number, description of the matter, and total fees billed for the invoice, and separate total billed for expenses.

(Please advise us when your firm's fiscal year is coming to a close so we may expedite the payment of any outstanding bills.)

Each invoice for each matter should contain a separate itemization of disbursements and costs, and include the date incurred. Each invoice for each matter shall also separately itemize all electronic research, specifically identifying the time spent researching, and the specific topic researched.

Fees and charges will be billed monthly and are payable within thirty days (30 days) of receipt, but will not be considered late payment until forty six (46) days after receipt of the invoice by HCC pursuant to Section 2251.021 (b) of the Texas Government Code.

### **Communicating/Reporting to OGC**

Unless otherwise advised, your work plan should presume you will provide the OGC attorney with drafts of documents, agreements, pleadings, briefs, motions, etc., in time to permit meaningful review and comment. All legal work performed by your firm should be coordinated with the OGC. There may be times when you are authorized by OGC to coordinate or communicate directly with a representative of HCC in addition to the OGC. In these instances, you are authorized to communicate with such persons; however, you must copy your contact attorney at the OGC on written exchanges with such people, and otherwise keep your contact attorney apprised of significant issues if you discussed them orally with other HCC personnel. Please make sure that the OGC is aware of all direct communications to the extent practicable. The OGC must always be aware of all plans, strategies, or legal documents you are preparing or you expect to prepare for an HCC representative.

When representing HCC in litigation, you should provide the OGC attorney with copies of all pleadings, motions, including affidavits, certifications, briefs, and correspondence by you or opposing counsel. Discovery materials should be provided to the OGC attorney at your discretion, being mindful of the cost of copying such materials, or when directed to do so by the OGC. All final documents containing legal arguments, such as formal and informal briefs and letter briefs that are filed with a tribunal on behalf of HCC, shall also be provided electronically to the OGC. If hard copies are filed with the tribunal, they should also be forwarded to the OGC.

You should identify and review with the OGC attorney at an early stage the possible need for expert witnesses or consultants and the timing for retaining them.

### **Conflicts**

Your representation of HCC includes commitments by your firm not take a position adverse to HCC in certain matters where you might otherwise represent another existing or potential client and not to misuse any confidential information HCCS may furnish to your firm. Due to the broad base of clients which your firm may represent, it is possible that you may find yourself in a position adverse to another client in litigation, legislative or regulatory proceedings, business negotiations or some other legal matter unrelated to your representation of HCC's interests.

Thus, it is expected that your firm will not take a position adverse to HCC with respect to certain matters. In representing HCC, you recognize that you shall be disqualified from representing any other client in any matter which is substantially related to your representation of HCC. Likewise, your firm shall be disqualified with respect to any matter where there is a reasonable probability that confidential information HCC furnishes to you could be used to our disadvantage. You agree that, except as set forth in the preceding sentences, your firm shall be entitled to represent the interests of any other client against HCC in litigation, legislative or regulatory proceedings, business negotiations or other legal matters.

### **Client Documents**

Under this Agreement, your firm agrees to maintain documents HCC furnishes to you in your client files. All files and/or documents retained at the firm relating to HCC representation are and remain HCCS property. At the conclusion of the representation (or earlier, if appropriate), it is HCC's obligation to advise your firm as to which, if any, of the documents in your files HCC wishes for you to return. Your firm will retain any remaining documents in your files for a certain period of time and ultimately destroy them in accordance with your record retention program schedule then in effect.

### **Confidentiality Agreement**

You agree and understand that any documents or reports that are being furnished herein are considered covered by the attorney-client privilege. You agree to maintain confidentiality regarding any information obtained or prepared herein unless authorized to release said information by HCC, a court of law, or other statutory authority.

### **Termination of Representation**

HCC does not foresee any circumstance that would lead to a termination of your services, other than the completion of all the anticipated tasks on HCC's behalf. However, the law allows HCC the right to terminate the representation of an attorney or law firm at any time, with or without cause. The decision to terminate shall be at the sole discretion of HCC General Counsel. The contracting firm or attorney will be paid for all services actually rendered and all costs actually incurred prior to the date of termination, and such payment for services already completed shall be the total compensation due to such firm or attorney for termination. HCC further reserves the right to terminate the selected law firm for that engagement if the lead counsel terminates his or her relationship with the firm selected.

Subject to your firm giving HCC reasonable notice to arrange for alternative counsel, your firm reserves the right to discontinue work on a pending matter or terminate our attorney-client relationship at any time that a statement remains due and unpaid sixty (60) days after it has been sent, at any time you feel your relationship with HCC puts you in violation of the Texas State Bar's ethical principles and standards or the applicable Rules of Professional Conduct, or at any time termination of representation is required or permitted by law.

All files and/or documents retained at the firm relating to HCC representation are and remain

HCC property. HCC will have access to these materials at any time, and upon termination of representation, HCC may withdraw these materials with prior written notice. The firm has the right to destroy all HCC files after a certain period of time in accordance with your record retention program schedule then in effect, after the cessation of representation in a matter unless HCC requests their return.

In the event HCC chooses to change representation to any attorney outside the selected firm, a written notice authorizing the transfer of HCC files must be submitted.

### **Acknowledgment of this Agreement**

We are pleased to have this opportunity to work with your firm.

Please confirm that you have received and agree to abide by the guidelines and this agreement by returning a signed copy of this letter to me at your earliest convenience.

Very truly yours, [     ]

We have received HCC General Counsel Outside Counsel Guidelines and agree to be governed by that document's terms in our representation of HCC in addition to the terms of this agreement.

[Law Firm Name]

By: [Lead Outside Counsel]