

**EXPENSES FOR
MAILINGS/FREIGHT/POSTAGE
BOOKED IN
MAY 2021**

Payment Receipt

Avalanche-Journal

1

GateHouse / Texas
Dept 1277
PO Box 121277
Dallas, TX 75312-1277
Phone: 866-470-7133 Option 2
Fax: 863-401-6996
URL: www.lubbockonline.com

J. Rich Sparks
Xcel Energy-Regulatory
790 Buchanan St
7th Floor
Amarillo, TX 79101

Acct #: 16011863
Phone: (806)378-2421
Date: 04/22/2021
Trans #: 400077615

Description

Payment Reference

.VISA Visa

Credit Card # \$-8,170.20

Total -8,170.20

Payment Receipt

Amarillo Globe-News

GateHouse / Texas
Dept 1277
PO Box 121277
Dallas, TX 75312-1277
Phone: 866-470-7133 Option 2
Fax: 863-401-6996
URL: www.amarillo.com

1

J. RICH SPARKS
XCEL Energy/AMA
790 Buchanan St
AMARILLO, TX 79101

Acct #: 16011857
Phone: (806)378-2421
Date: 04/21/2021
Trans #: Unposted

Description

Payment Reference

.AE American Express

Credit Card # \$-1,192.00

Total -1,192.00



Questions on this invoice call:
(866) 470-7133 Option 2

10	11	12/14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
		Balance Forward						\$0.00
01/21/21	Amarillo Globe-News	XCEL ENERGY-SURCHARGE NOTICE - 16094151 XCEL ENERGY-SURCHARGE NOTICE	INV	2 x 10 5	10.50	1	55 333	\$611.00
01/21/21	Amarillo Globe-News	XCEL ENERGY-SURCHARGE NOTICE - 16094151 XCEL ENERGY-SURCHARGE NOTICE	INV	2 x 10 5	10.50	1	55.333	\$581.00
								<u>\$1,192.00</u>
01/28/21	Amarillo Globe-News	FUEL FORMULA NOTICE - 16094468 FUEL FORMULA NOTICE	INV	3 x 7.5	7.50	1	83 067	\$653.00
01/28/21	Amarillo Globe-News	FUEL FORMULA NOTICE - 16094468 FUEL FORMULA NOTICE	INV	3 x 7.5	7.50	1	83 067	\$623.00
								<u>\$1,276.00</u>

059075

093842

Paid 4-21-21 RA

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	23	TOTAL AMOUNT DUE
	\$2,468.00		\$0.00	\$0.00	\$0.00		\$2,468.00
25							
ADVERTISER INFORMATION							
1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
	01/01/21 - 01/31/21		16011857		00011828		XCEL Energy/AMA

MAKE CHECKS PAYABLE TO

Amarillo Globe News

Amarillo Globe News Dept 1277
PO Box 121277
Dallas, TX 75312-1277

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



Amarillo Globe News Dept 1277
PO Box 121277
Dallas, TX 75312-1277

ADVERTISING INVOICE and STATEMENT

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME				
	01/01/21 - 01/31/21		XCEL Energy/AMA				
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT				
	\$2,468.00		NET 15 DAYS				
21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS		
	\$2,468.00		\$0.00	\$0.00	\$0.00		
5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
	01/31/2021		16011857		00011828		300243736

8	BILLING ACCOUNT NAME AND ADDRESS
---	----------------------------------

9	REMITTANCE ADDRESS
---	--------------------



13
8-3277

XCEL ENERGY/AMA
790 S BUCHANAN ST APT A
AMARILLO TX 79101-2511



Amarillo Globe News
Dept 1277
PO Box 121277
Dallas, TX 75312-1277

The Booker News

204 S. Main
 P.O. Box 807
 Booker, TX 79005

Statement

Date

3/31/2021

*Paid
 4-21-21
 RA*

Xcel Energy
Attn: Kresha martinez
790 S. Buchanan 7th Floor
Amarillo, TX 79101

		Amount Due	Amount Enc		
		\$598.00			
Date	Transaction	Amount	Balance		
01/21/2021	Display Advertising - Legal Notice D51644	356.50	356.50		
01/28/2021	Display Advertising - Legal Notice D51625	241.50	598.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	598.00	0.00	0.00	\$598.00

THE POWER PLANT
405 W. BENTLEY AVE
PARKA 1 - PARKS BLDG
DOR. 669 2625

Merchant ID: 0001001005
Term ID: 0000

Sale

VISA PURCH

XXXXXXXXXX2577

Entry Method: Manual

Apprvd: Online

Batch#: 000001

04/22/21

08:34:37

AVS Code: N
CVV2 Code: N

Inv#: 00000001

Appr Code: 055470

Amount: \$ 820.13

Tax: \$ 0.00

Total: \$ 820.13

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

Rhonda Archer

Merchant Copy

THANK YOU

Xcel

From: Sherman County Gazette <quickbooks@notification.intuit.com>
Sent: Tuesday, June 22, 2021 10:28 AM
To: Archer, Rhonda A <Rhonda.A.Archer@xcelenergy.com>
Subject: Invoice 1340 from Sherman County Gazette

EXTERNAL - STOP & THINK before opening links and attachments.

INVOICE 1340 DETAILS



Sherman County Gazette

DUE 03/14/2021

\$0.00

Review and pay

Powered by QuickBooks

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!
Sherman County Gazette

Bill to Xcel

Terms Net 30

01/21/2021

Legal \$561.40

Attachment - C; Proposed Form of Notice; Published 01/21/2021

802 X \$0.70

Payment \$561.40

Balance due \$0.00

Thank you for your business! We take Credit Cards, ACH payments, or checks.
Payments can be mailed to PO Box 128 Stratford, TX 79084

Review and pay

Sherman County Gazette

P.O. Box 128 Stratford, TX 79084

806-366-6397

scgazette@yahoo.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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**LEGAL EXPENSES FOR
COFFIN RENNER LLP
BOOKED IN
JUNE 2021**

Invoice 8008 - Date Received 6/14/21

Vendor	Coffin Renner LLP
Invoice Date	6/14/2021
Date Received	6/14/2021
Matter Name	SPS PUCT Surcharge for Docket 49831 Filing
Posting Status	Posted

Billing Start Date	5/5/2021
Billing End Date	5/31/2021
Invoice Amount	\$412.50
Invoice Warnings	Over 75 percent of vendor budget is used after this invoice

Total Professional Fees: \$412.50
Total Expenses: \$0.00
Total Invoice: \$412.50

Item	Date	Type	Category	Activity	Preparer	Description	Rate	Units	Disc	Adj	Ext
1	5/5/2021	Task	L250 Other Written Motions/Submissions	A104 Review/analyze	Adkins, Christopher Glenn	Review/Analyze ALJ memo re proposed order and compare with SPS pleading	300.00	1.00	0.00	0.00	\$300.00
2	5/5/2021	Task	L430 Written Motions/Submissions	A104 Review/analyze	Tanner, Stephanie	Review/Analyze proposed order and SOAH Order	175.00	0.30	0.00	0.00	\$52.50
3	5/20/2021	Task	L210 Pleadings	A103 Draft/revise	Adkins, Christopher Glenn	Draft/Revise notice of no corrections to proposed order	300.00	0.20	0.00	0.00	\$60.00

**EMPLOYEE
EXPENSES BOOKED
IN
JUNE 2021**

**EXPENSES FOR
NOTICES
BOOKED IN
JUNE 2021**

The Miami Chief

PO Box 396 Miami TX 79059

(806) 664-2278



INVOICE 521	001/21/2021
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BILL TO

**Xcel Energy
c/o J. Rich Sparks
790 Buchanan St.
Amarillo, TX 79101**

DATE	DESCRIPTION	UNIT PRICE	TOTAL
January 21, 2021	45 Lines Docket # 51644 Attachment C-Proposed Form of Notice Implement a Net Surcharge	\$ 3.00 per line	135.00
SUBTOTAL			135.00
SALES TAX			0
SERVICE CHARGE- CREDIT CARD 3.5% + .15			5.03
TOTAL DUE BY DATE			140.03

Thank you for your business!

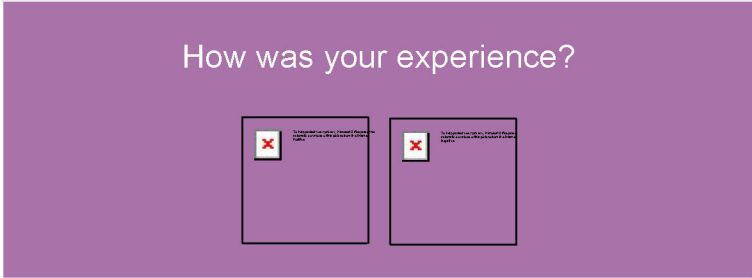
Archer, Rhonda A

From: The Miami Chief via Square <receipts@messaging.squareup.com>
Sent: Monday, May 17, 2021 3:22 PM
To: Archer, Rhonda A
Subject: Receipt from The Miami Chief

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

EXTERNAL - STOP & THINK before opening links and attachments.



\$ **140.03**

Docket #51644 Invoice 521 \$140.03

Total **\$140.03**



The Miami Chief
PO Box 396, 109 S. Main St.
Miami, TX 79059-2619
806-664-2278

Visa 2577 (Keyed)

May 17



2021

PM

#L5wJ

Auth

code:

050676

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sales for free.

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San Francisco, CA 94103

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**CITIES
EXPENSES
BOOKED IN
JUNE 2021**

CITY OF AMARILLO INVOICE

Remit To:

Risk Management Fund
P.O. Box 1971
Amarillo TX 79105

Date: 05/04/2021
Account: 436125
Page: 1
Invoice Number: 2233284

Billing Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

Customer Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

**THIS PORTION MUST BE RETURNED WITH PAYMENT TO ASSURE PROPER CREDIT TO YOUR ACCOUNT
FAILURE TO DO SO MAY RESULT IN YOUR ACCOUNT NOT BEING CREDITED**

PLEASE NOTE** DURING THIS TIME OF PANDEMIC FOR THE SAFETY OF OUR CITIZENS AND STAFF, WE ARE ONLY SEEING CUSTOMERS BY APPOINTMENT ONLY. WE WILL BE HAPPY TO ASSIST YOU EITHER IN PERSON OR VIA ZOOM, PLEASE SCHEDULE YOUR APPOINTMENT BY CALLING JENNIFER MAUPIN 806-378-6205. THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING

Please be advised that your account has been charged as follows:

Date	Number	Type	Item	Due Date	Remark	Amount
04/29/2021	2233284	Invoice	001	05/29/2021	SPS-PUC #51644 ACCT #810 02/21	906.50
Total Amount Invoiced						906.50
Tax Amount						
Balance Due						906.50

20205mch - 495.51

6/16/21 Please accrue To :

IO 300000034336

Donna Anderson

CITY OF AMARILLO INVOICE

Remit To:

Risk Management Fund
P.O. Box 1971
Amarillo TX 79105

Date: 05/04/2021
Account: 436125
Page: 1
Invoice Number 2233284

Billing Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

Customer Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

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THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING

Please be advised that your account has been charged as follows:

<u>Date</u>	<u>Number</u>	<u>Type</u>	<u>Item</u>	<u>Due Date</u>	<u>Remark</u>	<u>Amount</u>
04/29/2021	2233284	Invoice	001	05/29/2021	SPS-PUC #51644 ACCT #810 02/21	906.50
Total Amount Invoiced						906.50
Tax Amount						
Balance Due						<u>906.50</u>

Herrera Law & Associates, PLLC
PO Box 302799
Austin, TX 78703
512-474-1492

March 17, 2021

Invoice submitted to:

Alliance of Xcel Municipalities
c/o Bryan McWilliams, City
Attorney
City of Amarillo
601 S. Buchanan, Ste. 207
Amarillo, TX 79101

In Reference To:

*Application of Southwestern Public
Service Company for Authority to
Implement a Net Surcharge
Associated with Docket No. 49831
PUC Docket No. 51644
Acct #810*

STATEMENT FOR PROFESSIONAL SERVICES

Legal Fees:

		<u>Hrs/Rate</u>	<u>Amount</u>
02/02/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.20 145.00/hr	29.00 ✓
02/03/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.10 145.00/hr	14.50 ✓
02/11/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.10 145.00/hr	14.50 ✓

Alliance of Xcel Municipalities

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
02/12/21 Brennan Foley - Review Staff final recommendation	0.20 350.00/hr	70.00 ✓
02/25/21 Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.20 145.00/hr	29.00 ✓
Brennan Foley - Review petition for review of municipal resolutions	0.30 350.00/hr	105.00 ✓
Brennan Foley - Revise proposed order and motion to admit	0.80 350.00/hr	280.00 ✓
Brennan Foley - Review parties' edits and revise proposed order and motion to admit	1.00 350.00/hr	350.00 ✓
02/28/21 Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.10 145.00/hr	14.50 ✓
Total Legal Fees:	<u>3.00</u>	<u>\$906.50</u> ✓
Previous balance		\$14,694.50
2/26/2021 Payment - Thank You		(\$5,043.50)
Total payments and adjustments		<u>(\$5,043.50)</u>
BALANCE DUE		<u><u>\$10,557.50</u></u>

CITY OF AMARILLO INVOICE

Remit To:

Risk Management Fund
P.O. Box 1971
Amarillo TX 79105

Date: 05/04/2021
Account: 436125
Page: 1
Invoice Number: 2233285

Billing Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

Customer Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

**THIS PORTION MUST BE RETURNED WITH PAYMENT TO ASSURE PROPER CREDIT TO YOUR ACCOUNT
FAILURE TO DO SO MAY RESULT IN YOUR ACCOUNT NOT BEING CREDITED**

PLEASE NOTE** DURING THIS TIME OF PANDEMIC FOR THE SAFETY OF OUR CITIZENS AND STAFF, WE ARE ONLY SEEING CUSTOMERS BY APPOINTMENT ONLY.
WE WILL BE HAPPY TO ASSIST YOU EITHER IN PERSON OR VIA ZOOM, PLEASE SCHEDULE YOUR APPOINTMENT BY CALLING JENNIFER MAUPIN 806-378-6205.
THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING

Please be advised that your account has been charged as follows:

Date	Number	Type	Item	Due Date	Remark	Amount
04/29/2021	2233285	Invoice	001	05/29/2021	SPS-PUC #51644 ACCT #810 03/21	571.00
Total Amount Invoiced						571.00
Tax Amount						
Balance Due						571.00

Handwritten note: 2233285 -> 49831

6/16/21 Please Accrue To :

TO 300000034336

Donna Anderson

CITY OF AMARILLO INVOICE

Remit To:

Risk Management Fund
P.O. Box 1971
Amarillo TX 79105

Date: 05/04/2021
Account: 436125
Page: 1
Invoice Number 2233285

Billing Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

Customer Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

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PLEASE NOTE** DURING THIS TIME OF PANDEMIC FOR THE SAFETY OF OUR CITIZENS AND STAFF, WE ARE ONLY SEEING CUSTOMERS BY APPOINTMENT ONLY. WE WILL BE HAPPY TO ASSIST YOU EITHER IN PERSON OR VIA ZOOM, PLEASE SCHEDULE YOUR APPOINTMENT BY CALLING JENNIFER MAUPIN 806-378-6205. THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING

Please be advised that your account has been charged as follows:

Date	Number	Type	Item	Due Date	Remark	Amount
04/29/2021	2233285	Invoice	001	05/29/2021	SPS-PUC #51644 ACCT #810 03/21	571.00
Total Amount Invoiced						571.00
Tax Amount						
Balance Due						571.00

Herrera Law & Associates, PLLC
PO Box 302799
Austin, TX 78703
512-474-1492

April 9, 2021

Invoice submitted to:

Alliance of Xcel Municipalities
c/o Bryan McWilliams, City
Attorney
City of Amarillo
601 S. Buchanan, Ste. 207
Amarillo, TX 79101

In Reference To:

*Application of Southwestern Public
Service Company for Authority to
Implement a Net Surcharge
Associated with Docket No. 49831
PUC Docket No. 51644
Acct #810*

STATEMENT FOR PROFESSIONAL SERVICES

Legal Fees:

		<u>Hrs/Rate</u>	<u>Amount</u>
03/03/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.10 145.00/hr	14.50
	Brennan Foley - Review SPS's response to Order No. 7 and amended petition for review of municipal appeals	0.10 350.00/hr	35.00
03/05/21	Brennan Foley - Review parties' edits to motion to admit and proposed order	0.50 350.00/hr	175.00

Alliance of Xcel Municipalities

Page 2

		<u>Hrs/Rate</u>	<u>Amount</u>
03/07/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.60 145.00/hr	87.00✓
03/09/21	Brennan Foley - Review Order No. 9 re: petitions for review and motions to consolidate	0.10 350.00/hr	35.00✓
03/10/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.10 145.00/hr	14.50✓
03/17/21	Brennan Foley - Review motion for interim rates	0.30 350.00/hr	105.00✓
03/22/21	Brennan Foley - Review appeal of muni. resolutions and motion to consolidate	0.20 350.00/hr	70.00✓
03/23/21	Brennan Foley - Review Order No. 11 re: interim rates	0.10 350.00/hr	35.00✓
	Total Legal Fees:	<u>2.10</u>	<u>\$571.00✓</u>
	Previous balance		\$10,557.50
4/7/2021	Payment - Thank You. Check No. 443694		(\$9,651.00)
	Total payments and adjustments		<u>(\$9,651.00)</u>
	BALANCE DUE		<u><u>\$1,477.50</u></u>

CITY OF AMARILLO

INVOICE

Remit To:

Risk Management Fund
P.O. Box 1971
Amarillo TX 79105

Date: 06/14/2021
Account: 436125
Page: 1
Invoice Number: 2241217

Billing Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

Customer Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

THIS PORTION MUST BE RETURNED WITH PAYMENT TO ASSURE PROPER CREDIT TO YOUR ACCOUNT
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Please be advised that your account has been charged as follows:

Date	Number	Type	Item	Due Date	Remark	Amount
06/09/2021	2241217	Invoice	001	07/09/2021	SPS-PUC #51644 ACCT #810 04/21	224.50
Total Amount Invoiced						224.50
Tax Amount						
Balance Due						224.50

2000 search → 49831

6/17/21 Please Oversee To:

ID: 30000000 34336

Donna Anderson

INVOICE

Remit To:

Risk Management Fund
P.O. Box 1971
Amarillo TX 79105

Date: 06/14/2021
Account: 436125
Page: 1
Invoice Number: 2241217

Billing Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

Customer Address:

XCEL ENERGY
EVAN EVANS/DONNA ANDERSON
790 S BUCHANAN ST, 7TH FLOOR
AMARILLO TX 79101-2522

**THIS PORTION MUST BE RETURNED WITH PAYMENT TO ASSURE PROPER CREDIT TO YOUR ACCOUNT
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Please be advised that your account has been charged as follows:

Date	Number	Type	Item	Due Date	Remark	Amount
06/09/2021	2241217	Invoice	001	07/09/2021	SPS-PUC #51644 ACCT #810 04/21	224.50
Total Amount Invoiced						224.50
Tax Amount						
Balance Due						224.50

Herrera Law & Associates, PLLC
PO Box 302799
Austin, TX 78703
512-474-1492

May 12, 2021

Invoice submitted to:

Alliance of Xcel Municipalities
c/o Bryan McWilliams, City
Attorney
City of Amarillo
601 S. Buchanan, Ste. 207
Amarillo, TX 79101

In Reference To:

Application of Southwestern Public
Service Company for Authority to
Implement a Net Surcharge
Associated with Docket No. 49831
PUC Docket No. 51644
Acct #810

STATEMENT FOR PROFESSIONAL SERVICES

Legal Fees:

		<u>Hrs/Rate</u>	<u>Amount</u>
04/02/21	Mariann Wood - Reviewed filings on PUC Interchange and updated case file	0.10 145.00/hr	14.50
04/05/21	Brennan Foley - Review Staff recommendation re: SPS appeals of city ordinances and motion to consolidate appeals	0.10 350.00/hr	35.00
04/14/21	Brennan Foley - Review amended proposed final order and motion to admit	0.30 350.00/hr	105.00

Alliance of Xcel Municipalities

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
04/16/21 Brennan Foley - Discuss changes to proposed final order with G. Adkins	0.20 350.00/hr	70.00
Total Legal Fees:	<u>0.70</u>	<u>\$224.50</u>
Previous balance		\$1,477.50
5/7/2021 Payment - Thank You. Check No. 444951		(\$1,477.50)
Total payments and adjustments		<u>(\$1,477.50)</u>
BALANCE DUE		<u><u>\$224.50</u></u>

RATE CASE EXPENSES**QUESTION NO. Staff 7-3:**

Please reference SPS's response to Staff 5-1 and Exhibit SPS-Staff 5-1.4. For all requested rate-case expenses related to the services of ScottMadden, Inc., please provide detailed timesheets supporting the professional fees that include the name of the professional, the hourly rate, the days services were performed, the number of hours billed each day, and a detailed description of the tasks performed.

RESPONSE:

For the detailed timesheets, please refer to Exhibit SPS-Staff 7-3.1 (D'Ascendis) and Exhibit SPS-Staff 7-3.2 (Starkweather).

Preparer: Jeremiah Cunningham
Sponsor: Thomas K. Anson



Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

February 24, 2021

Invoice Number: 018655

PO Number: 4500710390, LINE 10

Accounts Payable
Jeremiah Cunningham
Xcel Energy
PO Box 840
Denver, CO 80201

In Reference To: Professional services provided in January 2021 for project 767-075
SPS TX 2021 Electric ROE Testimony

Expenses			
	Support Expenses	\$	350.00
Total Fees & Expenses		\$	350.00
Summary of Charges			
	Direct Testimony	\$	35,000.00
Total Due		\$	<u>35,350.00</u>

If you have any questions regarding this invoice, please let me know. Please remit payment in U.S. funds to: Accounts Payable, ScottMadden, Inc., 2626 Glenwood Avenue, Suite 480, Raleigh, NC 27608. Thank you for retaining

Sincerely,

Dylan D'Ascendis
Director

ScottMadden, Inc.
Tax ID: 56-1445505

Project SPS TX 2021 ROE Testimony
In Reference to: Professional services provided in January 2021 for project 767-075

		<u>Current</u> <u>Hours</u>	<u>Rate</u>	<u>Current</u> <u>Amount</u>
Professional Fees				
	1/31/2021		0.00	71.25
Dylan D'Ascendis	12/21/2020	1.00	365.00	365.00
Conference call.				
Dylan D'Ascendis	1/4/2021	2.50	365.00	912.50
Conference calls, direct testimony / exhibit.				
Dylan D'Ascendis	1/5/2021	0.50	365.00	182.50
Direct testimony / exhibit.				
Dylan D'Ascendis	1/14/2021	4.00	365.00	1,460.00
Direct testimony / exhibit.				
Dylan D'Ascendis	1/25/2021	1.00	365.00	365.00
Review testimony / exhibit.				
Dylan D'Ascendis	1/26/2021	1.00	365.00	365.00
Review testimony / exhibit.				
Adam Perry	12/7/2020	4.50	365.00	1,642.50
Drafted Direct Testimony				
Adam Perry	12/21/2020	4.00	365.00	1,460.00
Edited ROE Direct Testimony; participated in call with project team				
Adam Perry	12/23/2020	4.00	365.00	1,460.00
Edited ROE Direct Testimony				
Adam Perry	12/29/2020	2.00	365.00	730.00
Edited ROE Direct Testimony				
Adam Perry	1/4/2021	4.00	365.00	1,460.00
Drafted Direct Testimony; participated in call with project team				
Adam Perry	1/5/2021	1.00	365.00	365.00
Drafted Direct Testimony				
Adam Perry	1/13/2021	6.00	365.00	2,190.00
Drafted Direct Testimony				
Adam Perry	1/14/2021	3.00	365.00	1,095.00
Drafted Direct Testimony				

Project	SPS TX 2021 ROE Testimony			
Adam Perry	1/25/2021	1.00	365.00	365.00
Drafted Direct Testimony				
Adam Perry	1/28/2021	3.00	365.00	1,095.00
Prepared ROE supporting exhibits				
Jennifer Nelson	10/12/2020	0.25	365.00	91.25
Client call				
Sara Derstine	1/15/2021	2.50	65.00	162.50
Proofread and edited direct testimony				
Matthew Howard	12/28/2020	1.00	340.00	340.00
Analysis				
Matthew Howard	1/4/2021	1.00	340.00	340.00
Analysis				
Isaac Gustafson	1/13/2021	6.00	145.00	870.00
Exhibit Audit				
Isaac Gustafson	1/14/2021	4.00	145.00	580.00
Exhibit audit				
Isaac Gustafson	1/15/2021	0.50	145.00	72.50
PREM				
Rayyan Islam	12/22/2020	1.00	145.00	145.00
Auditing Dylan exhibits				
Rayyan Islam	12/23/2020	7.50	145.00	1,087.50
Auditing Dylan exhibits				
Rayyan Islam	12/28/2020	7.50	145.00	1,087.50
Updating Dylan exhibits				
Rayyan Islam	12/29/2020	6.00	145.00	870.00
Updating Dylan exhibits				
Mike Kerrigan	12/28/2020	6.00	255.00	1,530.00
Updating Exhibits for D'Ascendis Testimony				
Mike Kerrigan	12/29/2020	6.00	255.00	1,530.00
Updating Exhibits for D'Ascendis Testimony				
Mike Kerrigan	1/4/2021	8.00	255.00	2,040.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/5/2021	6.00	255.00	1,530.00
Updating D'Ascendis Exhibits				

Project	SPS TX 2021 ROE Testimony			
Mike Kerrigan	1/6/2021	4.00	255.00	1,020.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/8/2021	8.00	255.00	2,040.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/11/2021	4.00	255.00	1,020.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/12/2021	2.00	255.00	510.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/13/2021	6.00	255.00	1,530.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/14/2021	2.00	255.00	510.00
Updating D'Ascendis Exhibits				
Mike Kerrigan	1/15/2021	2.00	255.00	510.00
Auditing D'Ascendis Testimony				
			133.75	35,000.00
	Professional Fees			

Date	Day	Hours	Description	Consultant
September 2020				
18	Friday	1.0	Forward previous spreadsheet models and testimony to project team	Starkweather
21	Monday	1.0	Initial kick-off meeting to describe benchmarking analysis, metrics, spreadsheet models, etc.	Starkweather
25	Friday	2.0	Discuss spreadsheet models, answer any questions, and confirm next steps	Starkweather
28	Monday	1.0	Discuss spreadsheet models, updated data pulls, answer any questions, and confirm next steps	Starkweather
21	Monday	9.0	Initial kick-off meeting to describe benchmarking analysis, metrics, spreadsheet models, etc. Review previous spreadsheet models to understand how they are organized	Cage
22	Tuesday	9.0	Review previous spreadsheet models to understand how they are organized	Cage
23	Wednesday	9.0	Begin to update benchmarking spreadsheet models to accommodate new analysis period	Cage
24	Thursday	9.0	Update benchmarking spreadsheet models to accommodate new analysis period	Cage
25	Friday	9.0	Update benchmarking spreadsheet models to accommodate new analysis period	Cage
28	Monday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics	Cage
29	Tuesday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics	Cage
30	Wednesday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics	Cage
21	Monday	1.0	Initial kick-off meeting to describe benchmarking analysis, metrics, spreadsheet models, etc.	Stevens
25	Friday	2.0	Review and discuss updated spreadsheet models, and answer any questions	Stevens
29	Tuesday	1.0	Review and discuss updated spreadsheet models, and answer any questions	Stevens
October 2020				
2	Friday	2.0	Review updated spreadsheet models, answer any questions from consultants, and confirm next steps	Starkweather
7	Wednesday	1.0	Review updated spreadsheet models, answer any questions from consultants, and confirm next steps	Starkweather
12	Monday	0.5	Review updated spreadsheet models, answer any questions from consultants, and confirm next steps	Starkweather
13	Tuesday	1.0	Review updated spreadsheet models, answer any questions from consultants, and confirm next steps	Starkweather
15	Thursday	0.5	Review updated spreadsheet models, answer any questions from consultants, and confirm next steps	Starkweather
30	Friday	1.0	Review updated spreadsheet models, answer any questions from consultants, and confirm next steps	Starkweather
1	Thursday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage
2	Friday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage
5	Monday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage
6	Tuesday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage
7	Wednesday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage
8	Thursday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage
9	Friday	9.0	Compile updated benchmarking data for SPS and peer groups; update metrics and charts	Cage

Date	Day	Hours	Description	Consultant
6	Tuesday	2.0	Review and discuss updated spreadsheet models, and answer any questions	Stevens
7	Wednesday	1.0	Review and discuss updated spreadsheet models, and answer any questions	Stevens
13	Tuesday	4.0	Audit updated spreadsheet models	Netherland
14	Wednesday	4.0	Audit updated spreadsheet models	Netherland
15	Thursday	4.0	Audit updated spreadsheet models	Netherland
November 2020				
11	Wednesday	4.0	Complete aviation analysis	Starkweather
12	Thursday	3.0	Draft testimony and supporting exhibits	Starkweather
30	Monday	5.0	Draft testimony and supporting exhibits	Starkweather
12	Thursday	2.0	Audit aviation analysis	Netherland
December 2020				
3	Thursday	4.0	Draft testimony and supporting exhibits	Starkweather
4	Friday	3.0	Draft testimony and supporting exhibits	Starkweather
21	Monday	2.0	Draft testimony and supporting exhibits	Starkweather
22	Tuesday	1.0	Draft testimony and supporting exhibits	Starkweather
29	Tuesday	1.0	Draft testimony and supporting exhibits	Starkweather
30	Wednesday	1.0	Draft testimony and supporting exhibits	Starkweather
January 2021				
4	Monday	2.0	Update aviation analysis	Starkweather
5	Tuesday	7.0	Update aviation analysis; review, edit and finalize testimony and supporting exhibits	Starkweather
6	Wednesday	1.0	Review, edit and finalize testimony and supporting exhibits	Starkweather
7	Thursday	2.0	Review, edit and finalize testimony and supporting exhibits	Starkweather
10	Sunday	1.0	Review, edit and finalize testimony and supporting exhibits	Starkweather
11	Monday	1.0	Review, edit and finalize testimony and supporting exhibits	Starkweather
26	Tuesday	1.0	Review, edit and finalize testimony and supporting exhibits	Starkweather
31	Sunday	2.0	Review, edit and finalize testimony and supporting exhibits	Starkweather

QUESTION NO. Staff 7-4:

Please reference SPS's response to Staff 5-1 and Exhibit SPS-Staff 5-1.4. For all requested rate-case expenses identified as support expenses of ScottMadden, Inc., please provide substantiating third-party documentation.

RESPONSE:

Consistent with the engagement letter dated August 12, 2020 (provided with Mr. Thomas K. Anson's workpapers) and the proposal dated July 24, 2020 (provided in Exhibit SPS-Staff 5-27(SUPP1)), ScottMadden billed for support expenses (referred to as support costs in the engagement letter and proposal) equal to one percent of professional fees. These support costs include direct secretarial costs at \$65 per hour and charges to cover project-related administrative costs such as telecommunications, printing/copying, overnight delivery, and postage. Because these expenses "do not warrant tracking and billing on an actual basis," there is no substantiating third-party documentation.

Preparer: Jeremiah Cunningham
Sponsor: Thomas K. Anson

QUESTION NO. Staff 7-9:

Please reference SPS's response to Staff 5-1 and Exhibit SPS-Staff 5-1.4. For all requested rate-case expenses related to the services of Willis Towers Watson, please provide detailed timesheets supporting the professional fees that include the name of the professional, the hourly rate, the days services were performed, the number of hours billed each day, and a detailed description of the tasks performed.

RESPONSE:

Please refer to the detailed timesheet provided as Exhibit SPS-Staff 7-9(CONF).

Preparer: Jeremiah Cunningham

Sponsor: Thomas K. Anson

ATTACHMENT AG-10
IS FILED CONFIDENTIALLY



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Memorandum

To: State Agencies, University Systems, and Institutions of Higher Education
From: Office of the Attorney General—General Counsel Division
Date: December 9, 2016
Re: Outside Counsel Contract Rules and Templates

Pursuant to subsection 402.0212(f) of the Texas Government Code, the Office of the Attorney General (“OAG”) has adopted administrative rules related to outside legal counsel contracts of state agencies, university systems, and institutions of higher education (individually “agency” and collectively “agencies”). In light of recent changes made to the processes and procedures governing these contracts, the OAG is taking this opportunity to inform agencies of these updates and direct agencies to visit the OAG’s website¹ to access the revised forms and templates.

New Policies and Procedures

Request to Retain Outside Legal Counsel. The Attorney General serves as the state’s legal counsel; therefore, the OAG serves as legal counsel to all agencies. Agencies may not retain or utilize services provided by outside counsel without first receiving authorization and approval from the OAG. If an agency requires legal services from any outside counsel whatsoever, regardless of the source of funds that would be used to pay for such legal services or the party engaging such counsel, it must first electronically submit to the OAG through DocuSign a Request to Retain Outside Counsel (“RtR”) and a proposed Outside Counsel Contract (“OCC”).² Any questions regarding the RtR and OCC DocuSign process should be sent to the following e-mail address:

general.counsel@oag.texas.gov

Upon receipt of the electronic RtR and OCC documents, the OAG will review them to determine whether the requested legal services should be provided by the OAG or whether retaining outside counsel would be in the best interests of the state. Within ten (10) business days after receiving the electronic documents, the OAG will process the RtR and OCC documents or notify the agency in writing that its request has been denied, or that additional information is required to make a decision.

¹ www.texasattorneygeneral.gov/agency/publications

² Currently available at: <https://na2.docusign.net/member/PowerFormSigning.aspx?PowerFormId=0834844b-35cc-4867-ba31-1277dc86a5d8>. Please review the OAG’s how-to information sheet for more information on this electronic submission process.

New policies governing:

Requests to Retain Outside Counsel

a. Designation of Responsible Attorney

Agencies must designate a responsible attorney employed by or representing the agency to handle all matters and correspondence with the OAG. The designated attorney must be familiar with all aspects of the RtR and maintain familiarization with any resulting OCC throughout the life of the contract to avoid any delay in processing the RtR and maintaining the contract. Agencies must ensure the contact information for a designated attorney is updated as necessary throughout the duration of the OCC.

b. Requirement for System-Wide Contracts for Universities

University systems and institutions of higher education may no longer submit on behalf of the system's or institution's individual member schools separate RtRs involving the same or similar legal services provided by the same outside counsel attorney or outside counsel firm. For example, a system may not submit a RtR for two of its member universities, (x) university and (y) university, for the same or similar legal services to be provided by the same outside counsel or outside counsel firm. Instead, all RtRs submitted by a system must contain the system as the contracting party and include the entire amount of the proposed limitation of liability applicable to both (x) university and (y) university. Legal services to be provided by outside counsel under a system OCC, whether immigration, intellectual property, real estate, etc., must be applicable to all of system's universities to which the services will pertain—in this example, both (x) university and (y) university.

c. Start and end dates for Outside Counsel Contracts

Unless OAG determines that compelling circumstances exist, the requested start date for an OCC must not be earlier than the first day of the calendar month in which the RtR is submitted for OAG review. Also, except for OCCs involving litigation legal services, OCCs should terminate no later than the end of the fiscal biennium for which the contract is requested. The term of contracts for litigation legal services may extend beyond the end of the immediate biennium or until the litigation concludes, as determined by the agency in consultation with OAG.

d. Documents that Must Accompany Requests to Retain

Along with the RtR, an agency must attach: (1) an outside counsel's signed conflict disclosure statement; (2) the agency's affirmation statement that it has reviewed the disclosure statement and is satisfied with its choice of outside counsel notwithstanding anything contained in the disclosure statement; and (3) documentation of the eligibility of the requested lead counsel to practice law in the State of Texas, where required, or in the jurisdiction in which the services will be performed. Any RtRs not accompanied by these documents will be rejected, and agencies may be required to submit a new RtR along with the required documents. Outside counsel's disclosure statement must

be dated no more than thirty (30) calendar days earlier than the date on which the RtR is submitted or the date the OAG receives the statement, whichever occurs later.

e. Rules for Scopes of Service in Requests to Retain and Contracts

In the RtR, the proposed scope of services must be narrowly tailored so as to provide the OAG with enough information to make an informed decision about whether the proposed outside counsel representation is appropriate, while also being broad enough to fulfill the agency's objectives through the representation. Failure to narrowly tailor the scope of services will result in a delay in processing the RtR, and could result in the RtR being rejected—which would require the agency to submit a new RtR. Agencies should carefully draft the scope of services in order to obtain the results it desires from the proposed outside counsel representation. Finally, no single RtR may contain a scope of services that permits legal representation across multiple practice areas, unless each is clearly related to the central subject matter of the representation and so described in the proposed scope of services.

f. Deviation from the OAG Contract Template

Although the OAG generally will not approve any deviation from the OCC template, the OAG recognizes that exceptional and compelling circumstances could necessitate such changes in rare cases. As a result, the OAG reserves the right to grant exceptions to this policy if the OAG determines it is in the State's best interest to do so. Because the electronic submission process does not allow for any changes to be made to the OCC template, agencies wishing to deviate from the OAG's OCC template must contact the OAG seeking approval for the specified changes.

Competitive Procurement Process

Unless good cause exists, an agency is required to publish a Request for Qualifications ("RFQ") before selecting outside counsel, regardless of the anticipated maximum liability of the OCC. The RFQ must be published in the Electronic State Business Daily for a minimum of thirty (30) calendar days. The RFQ may also be placed in other publications, such as the Texas Register, at the agency's discretion. Because the OAG will not review or approve an agency's RFQ, the agency is not required to provide a copy of the RFQ to the OAG. Likewise, it is up to the respective agency to determine how long a response to a published RFQ will be valid, consistent with RFQ limitations.

If an agency would like an exemption from the RFQ process requirements, it must certify in its RtR that good cause or a reasonable justification exists for the exemption. Reasonable justifications include emergency situations or situations involving continuing legal services under a previously approved OCC that were not able to be completed within the term of the previous agreement through no fault of either the agency or outside counsel.

Outside Counsel Disclosure Statement Regarding Conflicts of Interest

As mentioned above, the outside counsel disclosure statements must be attached to the agency's electronic submission of the RtR and must be dated no earlier than thirty (30) days before the date the RtR is submitted or the OAG receives the statement, whichever occurs later. Outside counsel must sign the statement and attest to its completeness and accuracy. The agency must separately affirm it has reviewed the disclosure statement and is satisfied with the choice of the proposed outside counsel notwithstanding anything contained in the disclosure statement.

As a point of clarification, present policy requires that outside counsel disclose any and all conflicts that the entire firm (including any offices located outside the State of Texas) has to any and all agencies of the State of Texas, not merely the agency that is a party to the OCC. That obligation continues throughout the life of the contract. Outside counsel must monitor its conflicts for the duration of its representation and disclose to the agency and OAG any existing or potential conflicts that arise concerning the agency, OAG, or the State of Texas.

The OAG will not modify, alter, waive, or allow agencies to waive this disclosure requirement absent exceptional and compelling circumstances unique to the specific law firm or representation sought.

Administrative Fee

Pursuant to subsection 402.0212(c) of the Texas Government Code, outside counsel must pay an administrative fee to the OAG for the review of invoices. The fee is non-refundable and is due each fiscal biennium. Outside counsel may not charge or seek reimbursement from the agency for the fee.

The initial administrative fee is due to the OAG within thirty (30) calendar days of the date the proposed OCC is approved by the OAG and returned to the agency. If outside counsel has not submitted the required administrative fee within that time, the OAG's approval will be withdrawn, and the OCC will be rendered void. Any invoice submitted to the OAG for review prior to the receipt of the administrative fee will be deemed ineligible for payment until outside counsel submits the requisite administrative fee to the OAG. For OCCs that cross the State's fiscal biennium, separate administrative fees are due to the OAG on September 1 of each subsequent biennium covered by the term of the contract. *Please note that an administrative fee is not due for each invoice submitted.*

The OAG has granted a limited exemption from the administrative fee and invoice review to university systems and institutions of higher education regarding certain legal services that are solely related to the prosecution and management of system or institution intellectual property, which includes patents, trademarks, and copyrights. This limited exemption does not apply to the enforcement of intellectual property rights—including litigation—or corporate legal services relating to the monetization of intellectual property. The OAG may rescind this limited exemption at any time. If the OAG decides to conduct periodic testing of invoices under an OCC that qualified for this limited exemption, the exemption will be deemed rescinded and the applicable non-refundable administrative fee is immediately due upon notice by the OAG that testing will occur.

The administrative fee is set on a sliding scale, based on the contract cap amount, as follows:

Limitation of Liability Amount	Administrative Fee
Less than \$2,000.00, but more than \$0.00	\$100.00
Equal to or greater than \$2,000.00 but less than \$10,000.00	\$200.00
Equal to or greater than \$10,000.00 but less than \$50,000.00	\$500.00
Equal to or greater than \$50,000.00 but less than \$150,000.00	\$1,000.00
Equal to or greater than \$150,000.00 but less than \$1,000,000.00	\$1,500.00
Equal to or greater than \$1,000,000.00	\$2,000.00

Please note that no administrative fee is due on a contract with a maximum liability of \$0.00.

If the OCC is amended and the original limitation of liability amount is increased to an amount that would require a higher fee, outside counsel shall pay the difference between the original lesser fee, if already paid, and the new higher fee within thirty (30) calendar days of the date the amendment is approved by the OAG and returned to the agency.

Outside counsel must submit the administrative fee to the following address:

Outside Counsel Invoice
Office of the Attorney General
P.O. Box 13175
Austin, TX 78711-3175

Checks or money orders must be made payable to the "Office of the Attorney General" and reference the OCC Number.

Invoices for Legal Services and Expenses

Outside counsel will prepare and submit to the agency correct and complete "Invoices" and "Invoice Summaries" for legal services and expenses in accordance with the OCC and the OAG's administrative rules. Invoices cannot be paid by the agency, regardless of the source of funds used, without the prior approval of the OAG. Therefore, after the agency reviews and approves an outside counsel invoice in accordance with the administrative rules, it must seek approval from the OAG to pay the invoice.

When an agency determines that an invoice, or a portion thereof, should be paid, the agency must complete a Request for Voucher Approval, which is available on the OAG's website.³ The completed Request for Voucher Approval, a copy of the subject invoice, and all other information required to be submitted by the administrative rules should be sent to the following e-mail address:

OCCInvoice@oag.texas.gov.

³ https://www.texasattorneygeneral.gov/files/agency/voucher_approval_request_word.doc

Note that an agency should submit one Request for Voucher Approval form per billing period per contract, but one request form may be used for multiple invoices from the same billing period. Also note that all invoices within one billing period must be submitted together on a per-contract basis. Separate invoices or separate Requests for Voucher Approval that cover the same time period as other invoices and Requests for Voucher Approval, for the same contract, will be rejected as incomplete, and may result in an invoice not being approved for payment.

Outside Counsel must submit the invoice to the agency for review within one calendar month from the end of the relevant billing period covered by the invoice. The agency must submit the Request for Voucher Approval form and other required information to the OAG within ten (10) business days of the agency's receipt of a correct and complete invoice from the outside counsel. Outside counsel's failure to timely submit each invoice constitutes a breach of the outside counsel contract. Failure to timely submit invoices to OAG for review may result in OAG declining to approve payment of the invoice, unless OAG determines that good cause exists for the delay.

Once the Request for Voucher Approval form and other information are received and reviewed by the OAG, the invoice(s), or a portion thereof, will either be approved or rejected, or the agency will be notified that more information is required. If approved, the OAG will issue a Voucher Approval to the agency. The agency may then enter the payment information into the Uniform Statewide Accounting System ("USAS") or, if permitted, otherwise proceed to pay the invoice. Agencies should use Comptroller Code 7258 when entering payment information into USAS. Once an agency receives a Voucher Approval from the OAG, payment can occur when the agency enters the payment information and approves the documentation in USAS.

If an invoice is rejected, or if the OAG has questions regarding an invoice, it will contact the agency to attempt to resolve the issue. The OAG will not discuss invoice issues with outside counsel.

Policies and Procedures Remaining In Force

Obtaining the OAG's Approval of the Outside Counsel Contract

As described above, if an agency determines that a change to the OCC template is required in a particular extraordinary instance, the agency must contact the OAG; the electronic submission process does not allow for any changes to be made to the OCC template.

Agencies should not sign engagement letters with any potential outside counsel because such letters do not comply with applicable laws, rules, and procedures, and are not compatible with the OAG's contract template.

When completing the electronic RtR, please be mindful of the following:

Total Liability to Outside Counsel—The limitation of liability amount specified in the contract.

- Legal service fees and expenses cannot exceed the limitation of liability amount.
- All amounts paid to outside counsel, regardless of source, cannot exceed the limitation of liability amount.
- All amounts paid for expenses under a contract must count toward the limitation of liability specified in that contract, regardless of whether outside counsel was reimbursed for said expenses or whether such expenses were paid by the agency directly.
- Under no circumstances will expenses or fees relating to the representation be exempted from the limitation of liability.

Contract Term—The start date and end date of the contract term.

- In most cases, the contract term should end on or before August 31st of a biennium.
- The start of the contract term may be no earlier than the first day of the month in which the OAG received the RtR.
- Contracts for litigation legal services may be allowed to end, regardless of the biennium, at a date beyond the biennium in which the contract is executed. For example, if the contract involves litigation that has an indiscernible duration, it is acceptable to use a date such as “8/31/2030” or “8/31/2040” or similar dates to account for the uncertainty.

Addendum B to the Contract:

Timekeeper Rates—Unless expressly approved by the First Assistant Attorney General in advance, hourly rates for attorneys shall not exceed \$525/hour, while hourly rates for paralegals shall not exceed \$225/hour.

- Outside counsel may not bill for administrative staff, law clerks, or interns. Billing for administrative support is not allowed under Section 5.5 of the OCC.
- “Not to exceed”—Agencies that wish to use hourly rates to identify an entire classification of employees must now use a “not to exceed” rate. For example, such a rate would appear as “Partners’ rates shall not exceed \$300/hr.” If, however, the agency wants to ensure that certain individuals are providing the legal services, naming each individual and their specific hourly rate may be preferred. An example of identifying a particular individual, the individual’s classification, and the individual’s hourly rate would be “Susan Smith, Partner, not to exceed \$250/hr.”

Fixed Fee or Fee Schedule for Projects or Matters—Instead of using hourly rates, some legal services, such as immigration, bond, or intellectual property work, may be appropriately billed by a fixed fee per project. An example of a fixed fee per project would be “H-1B Visa Petition is \$900.” In the event a proposed outside counsel contract involves both fixed fee and hourly rates, an agency must draft and upload a new Addendum B that includes language specifically directing

when either the fixed fee or hourly rate ranges will be used. For example, under the previous example, a contract involving both fixed fees for H-1B Visa Petitions and hourly rates for other services would state “Preparation of H-1B Visa Petition is \$900. All other services are governed by the identified hourly rates.”

Billing Period—The billing period is the interval specified in the contract, which determines the frequency outside counsel will submit invoices to the agency. The agency and outside counsel will determine the billing period for a particular contract. For most contracts, the billing period will likely be monthly. Outside counsel must submit invoices timely. Any untimely invoices will delay processing and may constitute a breach of the contract, which could result in an invoice being disapproved for payment. Agencies likewise must review and forward invoices to the OAG in a timely manner. As noted below, agencies must submit invoices to the OAG within ten (10) business days of receiving them.

Travel Rate—The agency and outside counsel are permitted, but not required, to pay for time spent traveling to or from a place where legal services are to be provided to agency by setting hourly travel rates. Note that an attorney’s travel rate may not exceed half of that attorney’s standard hourly rate under the OCC. OAG does not consider it a best practice for attorneys to provide legal services while traveling; however, if an attorney is providing legal services while traveling, the attorney may charge the standard hourly rate for the time spent providing those legal services.

Contract Number—The OAG establishes a contract number for each OCC. An agency may establish its own contract number in addition to the OAG’s contract number; however, an agency must note the OAG contract number in all correspondence with the OAG.

Texas Law License—An attorney must be licensed by the State Bar of Texas in order to provide legal services and advice concerning Texas law, regardless of whether the attorney is actually located in Texas. If an OCC requires outside counsel to provide legal services and advice on Texas law, then a Texas-licensed attorney must be utilized and named as lead counsel in Addendum B of the OCC. A law firm with no Texas-licensed attorneys will not be authorized to provide legal services and advice concerning Texas law. Only in limited circumstances will the OAG approve an outside counsel firm with no attorneys licensed in Texas, such as when the scope of legal services to be performed is strictly limited to federal law practice.

Expenses

If outside counsel bills for allowable expenses, copies of actual, itemized receipts must be submitted. The following are examples of expenses that are not reimbursable: gratuity; alcohol; non-coach class airfare or premium or preferred benefits related to airfare; routine copying charges; fax charges; routine postage; office supplies; telephone charges; local travel (within 20-mile radius of office), including mileage, parking, and tolls; all delivery services incurred by internal staff; air-conditioning; electricity or other utilities; and internet charges.

Amending an Outside Counsel Contract

Any change to an executed and OAG-approved OCC must be supported by a written amendment. Any amendment to an existing OCC must also be approved by the OAG. An agency wishing to amend a contract must first submit to the OAG a completed amendment that is signed by the agency and outside counsel. A fillable electronic amendment template is available on OAG's website.⁴

Reasons to amend an existing outside counsel contract include increasing the limitation of liability amount or expanding the scope of legal services. If the limitation of liability amount is being increased, the agency should enclose a proper justification in its e-mail requesting the increase. The amendment and any supporting documentation should be submitted electronically through the fillable template on the OAG's website or, if necessary, sent to the following e-mail address:

general.counsel@oag.texas.gov.

Should you have any questions regarding these matters, please do not hesitate to contact the OAG's General Counsel Division. The OAG's website may be updated from time to time with additional information. Please consider periodically reviewing that resource. Thank you for your attention to these important matters.

⁴ <https://na2.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=939e7086-75bf-4288-85db-6a0191f554c3/>.

Letter to State Agencies, Universities, and Institutions of Higher Education
Outside Counsel Rules and Templates
Page 10 of 10

Important Addresses and Contact Information

The Request to Retain Outside Counsel and the Outside Counsel Contract:

general.counsel@oag.texas.gov

The Request for Voucher Approval:

OCCInvoice@oag.texas.gov

Mail may be sent to:

Outside Counsel Contracts
Office of the Attorney General
General Counsel Division, Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

Outside Counsel must submit administrative fees to:

Outside Counsel Invoice
Office of the Attorney General
P.O. Box 13175
Austin, TX 78711-3175

Questions may be directed to **James Burkhart, Outside Counsel Contract Coordinator,**
General Counsel Division—Telephone Number (512) 475-4291.



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Memorandum

To: State Agencies, University Systems, Institutions of Higher Education and Prospective Outside Counsel for any of the aforementioned

From: Office of the Attorney General—Financial Litigation & Charitable Trusts Division

Date: July 3, 2019

Re: Outside Counsel Contract Rules and Templates

Pursuant to subsection 402.0212(f) of the Texas Government Code, the Office of the Attorney General (“OAG”) has adopted administrative rules related to outside legal counsel contracts of state agencies, university systems, and institutions of higher education (individually “agency” and collectively “agencies”). In light of recent changes made to the processes and procedures governing these contracts, the OAG is taking this opportunity to inform agencies of these updates and direct agencies to visit the OAG’s website¹ to access the revised forms and templates. Please note that the guidance in this letter updates and supersedes the previously issued Letter to State Agencies dated December 9, 2016.

New Policies and Procedures

Request to Retain Outside Legal Counsel. The Attorney General serves as the state’s legal counsel; therefore, the OAG serves as legal counsel to all agencies. Agencies may not retain or utilize services provided by outside counsel without first receiving authorization and approval from the OAG. If an agency requires legal services from any outside counsel whatsoever, regardless of the source of funds that would be used to pay for such legal services or the party engaging such counsel, it must first electronically submit to the OAG a Request to Retain Outside Counsel (“RtR”) through the link available on the OAG’s website.² Any questions regarding the Outside Counsel Contract (“OCC”) process should be sent to the following e-mail address:

FLDContracts@oag.texas.gov

Upon receipt, the OAG will review the RtR to determine whether the requested legal services should be provided by the OAG or whether retaining outside counsel would be in the best interests of the state. Within ten (10) business days after receiving the electronic documents, the OAG will

¹ <https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts>

² Click on the “Request to Retain Outside Counsel” link available at <https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts>

either process the RtR and OCC documents or notify the agency in writing if its request has been denied or if additional information is required to make a decision.

Requests to Retain Outside Counsel

a. Designation of Agency Contact and Responsible Attorney

Agencies must designate an individual employed by the agency to act as the agency contact and handle all matters and correspondence with the OAG related to the RtR and any resulting contract. To the extent the agency contact is not an attorney, the agency must also designate a responsible attorney, employed by the agency's Office of General Counsel, or otherwise representing the agency, who must be familiar with all aspects of the RtR and maintain familiarization with any resulting OCC throughout the life of the contract to avoid any delay in processing the RtR and maintaining the contract. Agencies must ensure the contact information for the designated agency contact and/or the responsible attorney is updated as necessary throughout the duration of the OCC.

b. Requirement for System-Wide Contracts for Universities

University systems and institutions of higher education may not submit on behalf of the system's or institution's individual member schools separate RtRs involving the same or similar legal services provided by the same outside counsel attorney or outside counsel firm. For example, a system may not submit a RtR for two of its member universities, (x) university and (y) university, for the same or similar legal services to be provided by the same outside counsel or outside counsel firm. Instead, all RtRs submitted by a system must identify the system as the contracting party and include the entire amount of the proposed limitation of liability applicable to both (x) university and (y) university. Legal services to be provided by outside counsel under a system OCC, whether immigration, intellectual property, real estate, etc., must be applicable to all of system's universities to which the services will pertain—in this example, both (x) university and (y) university.

c. Start and end dates for Outside Counsel Contracts

Unless OAG determines that compelling circumstances exist, the requested start date for an OCC must not be earlier than the first day of the calendar month in which the RtR is submitted for OAG review. Also, except for OCCs involving litigation legal services, OCCs should terminate no later than the end of the fiscal biennium for which the contract is requested. The term of contracts for litigation legal services may extend beyond the end of the immediate biennium or until the litigation concludes, as determined by the agency in consultation with OAG.

d. Documents that Must Accompany Requests to Retain

Along with the RtR, an agency must attach: (1) an outside counsel's signed conflict disclosure statement; (2) the agency's affirmation statement that it has reviewed the disclosure statement and is satisfied with its choice of outside counsel notwithstanding anything contained in the disclosure

statement; and (3) documentation of the eligibility of the requested lead counsel to practice law in the State of Texas, where required, or in the jurisdiction in which the services will be performed. Any RtRs not accompanied by these documents will be rejected, and agencies may be required to resubmit the RtR along with all required documents. Outside counsel's disclosure statement must be dated no more than thirty (30) calendar days earlier than the date on which the RtR is submitted or the date the OAG receives the statement, whichever occurs later.

e. Guidance for Scopes of Service in Requests to Retain and Contracts

In the RtR, the proposed scope of services must be narrowly tailored so as to provide the OAG with enough information to make an informed decision about whether the proposed outside counsel representation is appropriate, while also being broad enough to fulfill the agency's objectives through the representation. Failure to narrowly tailor the scope of services will result in a delay in processing the RtR, and could result in the RtR being rejected—which would require the agency to submit a new RtR. Agencies should carefully draft the scope of services in order to obtain the results it desires from the proposed outside counsel representation. Finally, no single RtR may contain a scope of services that permits legal representation across multiple practice areas, unless each is clearly related to the central subject matter of the representation and so described in the proposed scope of services.

f. Deviation from the OAG Contract Template

Although the OAG generally will not approve any deviation from the OCC template, the OAG recognizes that exceptional and compelling circumstances could necessitate such changes in rare cases. As a result, the OAG reserves the right to grant exceptions to this policy if the OAG determines it is in the State's best interest to do so. Because the electronic submission process does not allow for any changes to be made to the OCC template, agencies wishing to deviate from the OAG's OCC template must contact the OAG directly to seek approval for the specified changes.

Competitive Procurement Process

Unless good cause exists, an agency is required to publish a Request for Qualifications ("RFQ") before selecting outside counsel, regardless of the anticipated maximum liability of the OCC. The RFQ must be published in the Electronic State Business Daily for a minimum of thirty (30) calendar days. The RFQ may also be placed in other publications, such as the Texas Register, at the agency's discretion. Because the OAG will not review or approve an agency's RFQ, the agency is not required to provide a copy of the RFQ to the OAG. Likewise, it is up to the respective agency to determine how long a response to a published RFQ will be valid, consistent with RFQ limitations.

If an agency would like an exemption from the RFQ process requirements, it must certify in its RtR that good cause or a reasonable justification exists for the exemption. Reasonable justifications include emergency situations or situations involving continuing legal services under a previously approved OCC that were not able to be completed within the term of the previous agreement through no fault of either the agency or outside counsel. The OAG is not responsible for determining what amounts to good cause or a reasonable justification. Such determinations

must be made independently by the agency in consultation with agency's internal legal counsel and/or agency leadership.

Outside Counsel Disclosure Statement Regarding Conflicts of Interest

As mentioned above, the outside counsel disclosure statements must be attached to the agency's electronic submission of the RtR and must be dated no earlier than thirty (30) days before the date the RtR is submitted or the OAG receives the statement, whichever occurs later. Outside counsel must sign the statement and attest to its completeness and accuracy. The agency must separately affirm it has reviewed the disclosure statement and is satisfied with the choice of the proposed outside counsel notwithstanding anything contained in the disclosure statement.

As a point of clarification, present policy requires that outside counsel disclose any and all conflicts that the entire firm (including any offices located outside the State of Texas) has to any and all agencies of the State of Texas, not merely the agency that is a party to the OCC. That obligation continues throughout the life of the contract. Outside counsel must monitor its conflicts for the duration of its representation and disclose to the agency and OAG any existing or potential conflicts that arise concerning the agency, OAG, or the State of Texas.

The OAG will not modify, alter, waive, or allow agencies to waive this disclosure requirement absent exceptional and compelling circumstances unique to the specific law firm or representation sought.

Invoices for Legal Services and Expenses

Outside counsel will prepare and submit to the agency correct and complete "Invoices" and "Invoice Summaries" for legal services and expenses in accordance with the OCC and the OAG's administrative rules. Invoices cannot be paid by the agency, regardless of the source of funds used, without the prior approval of the OAG. Therefore, after the agency reviews and approves an outside counsel Invoice in accordance with the Outside Counsel Contract and the administrative rules, it must seek approval from the OAG to pay the Invoice.

When an agency determines that an Invoice, or a portion thereof, should be paid, the agency must complete a Request for Voucher Approval, which is available on the OAG's website.³ The completed Request for Voucher Approval, a copy of the subject Invoice(s), and all other information required to be submitted by the administrative rules make up one "Voucher Packet".

An agency should submit one Voucher Packet per billing period per contract. However, one Voucher Packet may include multiple Invoices from the same billing period. Multiple Voucher Packets covering the same time period as other Voucher Packets for the same contract will be rejected as incomplete, and may result in an Invoice not being approved for payment.

Voucher Packets should be sent to the following e-mail address: **OCCInvoice@oag.texas.gov**.

³ Click on the "Request for Voucher Approval" link available at <https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts>

Outside counsel must submit Invoice(s) to the agency for review within one calendar month from the end of the relevant billing period covered by the Invoice. Pursuant to Section 402.0212 of the Texas Government Code, the agency must submit Invoices and the corresponding Request for Voucher Approval to the OAG within twenty-five (25) days of the agency's receipt of a correct and complete Invoice from the outside counsel. The 25-day-period begins once the last, timely, correct and complete Invoice for the relevant billing period has been received by the agency. "Correct and complete Invoice" is defined in Texas Administrative Code Rule §57.6(b).

Outside counsel's failure to timely submit each Invoice constitutes a breach of the outside counsel contract. Failure to timely submit a Voucher Packet to OAG for review may result in OAG declining to approve payment of the Invoice(s) included in the Voucher Packet, unless OAG determines that good cause exists for the delay. *No late Voucher Packets or Voucher Packets that include late Invoices will be reviewed by the OAG unless a reasonable justification for the delay has been provided.*

Once the Voucher Packet is received and reviewed by the OAG, the Invoice(s), or a portion thereof, will either be approved or rejected, or the agency will be notified that more information is required. If approved, the OAG will issue a Voucher Approval to the agency. The agency may then enter the payment information into the Uniform Statewide Accounting System ("USAS") or, if permitted, otherwise proceed to pay the Invoice. Agencies should use Comptroller Code 7258 when entering payment information into USAS. Once an agency receives a Voucher Approval from the OAG, payment can occur when the agency enters the payment information and approves the documentation in USAS.

If any Invoices under a Voucher Packet are rejected, or if the OAG has questions regarding a Voucher Packet, it will contact the agency to attempt to resolve the issue. The OAG will not discuss invoice issues with outside counsel.

Administrative Fee

Pursuant to subsection 402.0212(c) of the Texas Government Code, outside counsel must pay an administrative fee to the OAG for the review of Invoices. The fee is non-refundable and is due each fiscal biennium. Outside counsel may not charge or seek reimbursement from the agency for the fee.

The initial administrative fee is due to the OAG within thirty (30) calendar days of the date the proposed OCC has received final approval by the OAG and returned to the agency. If outside counsel has not submitted the required administrative fee within that time, the OAG's approval may be withdrawn, rendering the OCC void. Any Invoice submitted to the OAG for review as part of a Voucher Packet prior to the receipt of the administrative fee will be deemed ineligible for payment until outside counsel submits the requisite administrative fee to the OAG. For OCCs that cross the State's fiscal biennium, separate administrative fees are due to the OAG on September 1 of each subsequent biennium covered by the term of the contract. *Please note that an administrative fee is not due for each Invoice submitted.*

The OAG has granted a limited exemption from the administrative fee and Invoice review to university systems and institutions of higher education regarding certain legal services that are solely related to the prosecution and management of system or institution intellectual property, which includes patents, trademarks, and copyrights. This limited exemption does not apply to the enforcement of intellectual property rights—including litigation—or corporate legal services relating to the monetization of intellectual property. The OAG may rescind this limited exemption at any time. If the OAG decides to conduct periodic testing of Invoices under an OCC that qualified for this limited exemption, the exemption will be deemed rescinded and the applicable non-refundable administrative fee is immediately due upon notice by the OAG that testing will occur.

The administrative fee is set on a sliding scale, based on the contract cap amount, as follows:

Limitation of Liability Amount	Administrative Fee
Less than \$2,000.00, but more than \$0.00	\$100.00
Equal to or greater than \$2,000.00 but less than \$10,000.00	\$200.00
Equal to or greater than \$10,000.00 but less than \$50,000.00	\$500.00
Equal to or greater than \$50,000.00 but less than \$150,000.00	\$1,000.00
Equal to or greater than \$150,000.00 but less than \$1,000,000.00	\$1,500.00
Equal to or greater than \$1,000,000.00	\$2,000.00

Please note that no administrative fee is due on a contract with a maximum liability of \$0.00.

If the OCC is amended and the original limitation of liability amount is increased to an amount that would require a higher fee, outside counsel shall pay the difference between the original lesser fee, if already paid, and the new higher fee within thirty (30) calendar days of the date the amendment is approved by the OAG and returned to the agency.

Outside counsel must submit the administrative fee to the following address:

Outside Counsel Invoice
Office of the Attorney General
P.O. Box 13175
Austin, TX 78711-3175

Checks or money orders must be made payable to the “Office of the Attorney General” and reference the OCC Number.

Obtaining the OAG’s Approval of the Outside Counsel Contract

As described above, if an agency determines that a change to the OCC template is required in a particular extraordinary instance, the agency must contact the OAG; the electronic submission process does not allow for any changes to be made to the OCC template.

Agencies should not sign engagement letters with any potential outside counsel because such letters do not comply with applicable laws, rules, and procedures, and are not compatible with the OAG's contract template.

When completing the electronic RtR, please be mindful of the following:

Total Liability to Outside Counsel—The limitation of liability amount specified in the contract.

- Legal service fees and expenses cannot exceed the limitation of liability amount.
- All amounts paid to outside counsel, regardless of source, cannot exceed the limitation of liability amount.
- All amounts paid for expenses under a contract must count toward the limitation of liability specified in that contract, regardless of whether outside counsel was reimbursed for said expenses or whether such expenses were paid by the agency directly.
- Under no circumstances will expenses or fees relating to the representation be exempted from the limitation of liability.

Contract Term—The start date and end date of the contract term.

- In most cases, the contract term should end on or before August 31st of a biennium.
- The start of the contract term may be no earlier than the first day of the month in which the OAG received the RtR.
- Contracts for litigation legal services may be allowed to end, regardless of the biennium, at a date beyond the biennium in which the contract is executed. For example, if the contract involves litigation that has an indiscernible duration, it is acceptable to use a date such as “8/31/2030” or “8/31/2040” or similar dates to account for the uncertainty.

Addendum B to the Contract:

Timekeeper Rates—Unless expressly approved by the First Assistant Attorney General in advance, hourly rates for attorneys shall not exceed \$525/hour, while hourly rates for non-attorney legal work (limited to paralegals, legal assistants, and other timekeepers performing similar legal work) shall not exceed \$225/hour.

- Outside counsel may not bill for administrative staff, law clerks, or interns. Billing for administrative support is not allowed under Section 5.5 of the OCC.
- “Not to exceed”—Agencies that wish to use hourly rates to identify an entire classification of employees must now use a “not to exceed” rate. For example, such a rate would appear as “Partners’ rates shall not exceed \$300/hr.” If, however, the agency wants to ensure that certain individuals are providing the legal services, naming each individual and their specific hourly rate may be preferred. An example of identifying a particular individual, the individual’s classification, and the individual’s hourly rate would be “Susan Smith, Partner, not to exceed \$250/hr.”

Fixed Fee or Fee Schedule for Projects or Matters—Instead of using hourly rates, some legal services, such as immigration, bond, or intellectual property work, may be appropriately billed by a fixed fee per project. An example of a fixed fee per project would be “H-1B Visa Petition is \$900.” In the event a proposed outside counsel contract involves both fixed fee and hourly rates, an agency must draft and upload a new Addendum B that includes language specifically directing when either the fixed fee or hourly rate ranges will be used. For example, under the previous example, a contract involving both fixed fees for H-1B Visa Petitions and hourly rates for other services would state “Preparation of H-1B Visa Petition is \$900. All other services are governed by the identified hourly rates.”

Please note, fixed fees should be treated as set amounts, rather than as not-to-exceed limitations. For any Invoices with amounts deviating from the fees established by the Outside Counsel Contract, the reason(s) for the deviation(s) must be clearly identified on the Invoice itself. Otherwise, the OAG will be unable to approve payment of the Invoice.

If a subcontractor is providing legal services at a fixed fee, a statement must be provided to the OAG certifying that the time spent on the flat fee work was, at minimum, comparable to what would have been spent had the firm been billing at the maximum hourly rate allowed under Addendum B of the Outside Counsel Contract.

Billing Period—The billing period is the interval that determines the frequency outside counsel will submit Invoices to the agency. The agency and outside counsel will determine and specify the billing period in each specific contract. For most contracts, the billing period will likely be monthly - beginning with the first day of the calendar month and ending with the last day of the calendar month. Additionally, as noted above, outside counsel must submit the Invoice(s) to the agency within one calendar month from the end of the relevant billing period covered by the Invoice. Any untimely invoice submissions by Outside counsel will delay processing and may constitute a breach of the contract, which could result in an Invoice being disapproved for payment. Agencies likewise must review Invoices and submit Voucher Packets to the OAG in a timely manner.

Travel— By setting hourly travel rates in a contract, the agency and outside counsel are permitted, but not required, to pay for time spent traveling to or from a place where legal services are to be provided to the agency. Note that an attorney’s travel rate may not exceed half of that attorney’s standard hourly rate under the OCC. OAG does not consider it a best practice for attorneys to provide legal services while traveling; however, if an attorney is providing legal services while traveling, the attorney may charge the standard hourly rate for the time spent providing those legal services.

Additionally, any attorneys or other timekeepers who are traveling for work under the contract must either be named or fall under one of the timekeeper classifications in Addendum B of the contract. This applies even if the firm is typically only providing work under a fixed fee schedule.

Contract Number—The OAG establishes a contract number for each OCC. An agency may establish its own contract number in addition to the OAG’s contract number; however, an agency must note the OAG contract number in all correspondence with the OAG.

Texas Law License—An attorney must be licensed by the State Bar of Texas in order to provide legal services and advice concerning Texas law, regardless of whether the attorney is actually located in Texas. If an OCC requires outside counsel to provide legal services and advice on Texas law, then a Texas-licensed attorney must be utilized and named as lead counsel in Addendum B of the OCC. A law firm with no Texas-licensed attorneys will not be authorized to provide legal services and advice concerning Texas law. Only in limited circumstances will the OAG approve an outside counsel firm with no attorneys licensed in Texas, such as when the scope of legal services to be performed is strictly limited to federal law practice.

Expenses

If outside counsel bills for allowable expenses, copies of actual, itemized receipts must be submitted to the Agency. The following are examples of expenses that are not reimbursable: gratuity; alcohol; non-coach class airfare or premium or preferred benefits related to airfare; routine copying charges; fax charges; routine postage; office supplies; telephone charges; local travel (within 20-mile radius of office), including mileage, parking, and tolls; all delivery services incurred by internal staff; air-conditioning; electricity or other utilities; and internet charges.

Pursuant to Texas Government Code §402.0212, the OAG shall review outside counsel's Invoices only to determine whether the legal services for which the agency is billed were performed within the term of the contract and are within the scope of the legal services authorized by the contract and are therefore eligible for payment. Agencies shall submit to the OAG a statement with each Invoice confirming the agency-approved amounts to be paid to outside counsel for legal services and expenses allowed under the contract and the amount of any expenses allowed under the contract which were paid for directly by the agency or any party other than outside counsel.

Pursuant to Texas Government Code §402.0212, the agency shall also include with any Voucher Packet (and associated Invoices) submitted to OAG for approval, a written certification, as provided by the Request for Voucher Approval, that the legal services for which the agency is billed were performed within the term of the contract, are within the scope of the legal services authorized by the contract and are reasonably necessary to fulfill the purpose of the contract.

Amending an Outside Counsel Contract

Any change to an executed and OAG-approved OCC must be supported by a written amendment. Any amendment to an existing OCC must also be approved by the OAG. An agency wishing to amend a contract must first submit to the OAG a completed amendment, using the fillable electronic amendment template is available on OAG's website.⁴

Reasons to amend an existing outside counsel contract include increasing the limitation of liability amount or expanding the scope of legal services. If the limitation of liability amount is being increased, the agency should enclose a proper justification (for example, if at least 75% of the

⁴ Click on the "Amendment to Outside Counsel Contract" link available at <https://www.texasattorneygeneral.gov/divisions/financial-litigation-and-charitable-trusts/outside-counsel-contracts>

Letter to State Agencies, Universities, and Institutions of Higher Education
Outside Counsel Rules and Templates
Page 10 of 10

current limitation of liability has been spent) in its e-mail requesting the increase. The amendment and any supporting documentation should be submitted electronically through the fillable template on the OAG's website.

Should you have any questions regarding these matters, please do not hesitate to contact the OAG's Financial Litigation and Charitable Trusts Division. The OAG's website may be updated from time to time with additional information. Please periodically review that resource. Thank you for your attention to these important matters.

Important Addresses and Contact Information

The Request to Retain Outside Counsel and the Outside Counsel Contract:

FLDContracts@oag.texas.gov

The Request for Voucher Approval:

OCCInvoice@oag.texas.gov

Mail may be sent to:

Outside Counsel Contracts
Office of the Attorney General
Financial Litigation and Charitable Trusts Division, Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

Outside Counsel must submit administrative fees to:

Outside Counsel Invoice
Office of the Attorney General
P.O. Box 13175
Austin, TX 78711-3175

Questions may be directed to **Mari Gomez, Outside Counsel Contract Coordinator**, Financial Litigation and Charitable Trusts Division—Telephone Number (512) 475-1849.



Mr. Lambeth Townsend
Lloyd Gosslink Attorneys at Law
ltownsend@lglawfirm.com

January 7, 2021

RE: Monarch Utilities 2020 Rate Case

Dear Lambeth:

Attached is the prior month's invoice for Alliance Consulting Group's work in the 2020 Monarch Utilities 2020 Rate Case.

It is a pleasure to work with you on this project. If you have any questions related to this invoice, please call me at (214) 473-6771.

Sincerely,

A handwritten signature in cursive script that reads "Dane Watson".

Dane Watson



101 E. Park Blvd., Suite 220
Plano, TX 75074

Invoice

Date	Invoice #
12/31/2020	20-1212

Bill To:
Lambeth Townsend Lloyd Gosslink Attorneys at Law ltownsend@lglawfirm.com

Billing Period: 12-1-20 through 12-31-20

Terms		MON2020	
Net 30 Days		Monarch Utilities 2020 Rate Case	
Hours	Description	US Rate	US Amount
17.50	Dane Watson	\$ 270.00	\$ 4,725.00
1.50	Karen Ponder	\$ 195.00	\$ 292.50
			\$ -
			\$ -
	Subtotal - All Professional Services		\$ 5,017.50
		Total	\$ 5,017.50

ALLIANCE CONSULTING GROUP
Professional Services
Dec-20
Dane Watson
Monarch 2020

<u>Date</u>	<u>Time:</u> <u>Hours</u>	<u>Activity</u>
01-Dec		
02-Dec	2.50	Pre-hearing call and prep for assisting in cross
03-Dec	1.00	Prep and call on cross with attorney
04-Dec		
05-Dec	2.00	Prep for hearing
06-Dec	3.00	Prep for hearing
07-Dec	8.00	Hearing
08-Dec	1.00	Hearing
09-Dec		
10-Dec		
11-Dec		
12-Dec		
13-Dec		
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27-Dec		
28-Dec		
29-Dec		
30-Dec		
31-Dec		
Total	<u>17.50</u>	

ALLIANCE CONSULTING GROUP

Professional Services

Dec-20

Karen Ponder

Monarch Utilities

<u>Date</u>	<u>Time: Hours</u>	<u>Activity</u>
01-Dec		
02-Dec	0.50	Review Staff errata testimony
03-Dec		
04-Dec		
05-Dec		
06-Dec		
07-Dec	1.00	Research whole life cases
08-Dec		
09-Dec		
10-Dec		
11-Dec		
12-Dec		
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27-Dec		
28-Dec		
29-Dec		
30-Dec		
31-Dec		
Total	<u>1.50</u>	

RESPONSES

QUESTION NO. Staff 8-1:

Please reference SPS's response to Staff 5-1 and Exhibit SPS-Staff 5-1.1 [sic] Please explain the reasonableness and necessity of the requested internal processing fees. Please provide a detailed description of the method of calculating the expense, supporting documentation showing paying of the expense, and a narrative explanation of how SPS ensures that such expenses are not double-recovered through its base rates.

RESPONSE:

Internal processing service fees reflect the costs associated with processing invoices for outside services, including consultants and legal services. These fees are associated with invoices that are paid through the supply-chain department.

The internal processing fees consist of the labor and labor loading costs for employees within Xcel Energy who process the invoices, which are booked to the deferred internal order for a specified case. The same process is used for all internal orders within Xcel Energy and ensures that such expenses are not double-recovered in base rates.

The internal processing fees incurred by SPS were small charges related to processing the invoices for the necessary and prudent outside services used in SPS's matters, and therefore, are reasonable.

Preparers: Jeremiah Cunningham, J. Rich Sparks
Sponsor: William A. Grant

QUESTION NO. Staff 7-5:

Please reference SPS's response to Staff 5-1 and Exhibit SPS-Staff 5-1.4. For all requested rate-case expenses related to the services of Deloitte & Touche LLP, please provide detailed timesheets supporting the professional fees that include the name of the professional, the hourly rate, the days services were performed, the number of hours billed each day, and a detailed description of the tasks performed.

RESPONSE:

For the detailed timesheet, please refer to Exhibit SPS-Staff 7-5.

Preparer: Jeremiah Cunningham
Sponsor: Thomas K. Anson

SPS-Texas Rate Case Filing

Below is a summary of time performed by Deloitte resource by day for the SPS Texas Rate Case filing. The time incurred by resource by day is directly from Deloitte's time and expense system. Information regarding detailed tasks performed by day are not reflected in Deloitte's time and expense system. As such, we have included a general description of services performed by Engagement Role.

Information added for description purposes.	Information obtained directly from Deloitte's time and expense system.													
Engagement Role	Resource Name	7/13/2020	7/21/2020	7/23/2020	7/24/2020	8/6/2020	8/24/2020	8/25/2020	9/9/2020	9/10/2020	9/16/2020	9/21/2020	9/23/2020	9/24/2020
Staff/Senior	Arora, Rhytham											3	1	
Manager/Senior Manager	Arora, Shriya			1	1				1	1	3			
Staff/Senior	Bindal, Nancy													
Staff/Senior	Birdsell, Rebecca		1	0										
Manager/Senior Manager	Chawla, Ritika Kaur				1	1								1
Staff/Senior	Dholiyan, Shubham													
Partner/Managing Director	Dockendorf, Judith													
Staff/Senior	Foster, Kagan													
Staff/Senior	Franz, Dustin							0	1					
Staff/Senior	Haworth, Aleah													
Staff/Senior	Jain, Attika													
Staff/Senior	Kalia, Khushi													
Staff/Senior	Koppe, Thomas													
Staff/Senior	Lnu, Riya													
Staff/Senior	Lnu, Rushali													
Manager/Senior Manager	Simpson, Lindsey													
Staff/Senior	Smith, Victoria Ann													
Partner/Managing Director	Terhark, Christine													
Staff/Senior	Verma, Aditi													
Staff/Senior	Verma, Priya													
Manager/Senior Manager	Agarwal, Lokesh													
	Grand Total	1	0	1	2	1	0	1	1	1	3	3	1	1

Engagement Role	Description of Services Performed
Partner/Managing Director	Responsible for overall execution of the engagement including performing overriding reviews of procedures performed on schedules and issued report.
Manager/Senior Manager	Services performed include directing the work of the staff and seniors and performing a detailed review of work performed.
Staff/Senior	Tasks include performing detailed procedures including agreeing applicable schedules from the Rate Filing Package and Updated Rate Filing Package (per the engagement letters) to source documentation, confirming that the prepared schedules agree to the instructions provided by the Public Utility Commission of Texas, making detailed selections and documenting those selections as needed for Schedule S.

Engagement Role	Resource Name	9/28/2020	9/29/2020	9/30/2020	10/1/2020	10/2/2020	10/6/2020	10/7/2020	10/8/2020	10/9/2020	10/12/2020	10/13/2020	10/14/2020	10/15/2020	10/19/2020
Staff/Senior	Arora, Rhytham														
Manager/Senior Manager	Arora, Shriya	1		1	1			1	2	1	1	4			1
Staff/Senior	Bindal, Nancy														
Staff/Senior	Birdsell, Rebecca														
Manager/Senior Manager	Chawla, Ritika Kaur		1												
Staff/Senior	Dholiyan, Shubham														
Partner/Managing Director	Dockendorf, Judith														
Staff/Senior	Foster, Kagan														1
Staff/Senior	Franz, Dustin			0		0	0	0	2			2	1	1	1
Staff/Senior	Haworth, Aleah														
Staff/Senior	Jain, Attika														
Staff/Senior	Kalia, Khushi														
Staff/Senior	Koppe, Thomas														
Staff/Senior	Lnu, Riya														
Staff/Senior	Lnu, Rushali	5							2	3					
Manager/Senior Manager	Simpson, Lindsey														
Staff/Senior	Smith, Victoria Ann														
Partner/Managing Director	Terhark, Christine														
Staff/Senior	Verma, Aditi														
Staff/Senior	Verma, Priya														
Manager/Senior Manager	Agarwal, Lokesh														
	Grand Total	6	1	1	1	0	0	1	5	4	1	6	1	1	3

Engagement/Rôle	Resource Name	10/20/2020	10/21/2020	10/22/2020	10/23/2020	10/26/2020	10/27/2020	10/28/2020	10/29/2020	10/30/2020	11/1/2020	11/2/2020	11/3/2020	11/4/2020
Staff/Senior	Arora, Rhytham		1	6	4				3	1	2		1	
Manager/Senior Manager	Arora, Shriya		1	4	1		1	4	4	2		4	2	3
Staff/Senior	Bindal, Nancy													
Staff/Senior	Birdsell, Rebecca													
Manager/Senior Manager	Chawla, Ritika Kaur													
Staff/Senior	Dholiyar, Shubham													
Partner/Managing Director	Dockendorf, Judith											2		
Staff/Senior	Foster, Kagan		1	1		8	6	8	6	6		6	2	1
Staff/Senior	Franz, Dustin	1	3	1		0	2	0		1		3	1	4
Staff/Senior	Haworth, Aleah													
Staff/Senior	Jain, Attika													
Staff/Senior	Kalia, Khushi							5					1	
Staff/Senior	Koppe, Thomas													
Staff/Senior	Lnu, Riya				3			9				6		
Staff/Senior	Lnu, Rushali				1		1							-
Manager/Senior Manager	Simpson, Lindsey													
Staff/Senior	Smith, Victoria Ann													
Partner/Managing Director	Terhark, Christine													
Staff/Senior	Verma, Aditi													
Staff/Senior	Verma, Priya													
Manager/Senior Manager	Agarwal, Lokesh													
	Grand Total	1	5	11	9	8	19	16	12	10	2	21	7	8

Engagement Role	Resource Name	11/5/2020	11/6/2020	11/9/2020	11/10/2020	11/11/2020	11/12/2020	11/13/2020	11/16/2020	11/17/2020	11/18/2020	11/19/2020	11/20/2020	11/21/2020
Staff/Senior	Arora, Rhytham	1	2									2		
Manager/Senior Manager	Arora, Shriya	1	2	1		2	3	1		9	1		3	4
Staff/Senior	Bindal, Nancy													
Staff/Senior	Birdsell, Rebecca													
Manager/Senior Manager	Chawla, Ritika Kaur													
Staff/Senior	Dholiyani, Shubham													
Partner/Managing Director	Dockendorf, Judith	1												
Staff/Senior	Foster, Kagan											1		1
Staff/Senior	Franz, Dustin	3	1	1	3	2	1		1	1	2	1		
Staff/Senior	Haworth, Aleah													
Staff/Senior	Jain, Attika													
Staff/Senior	Kalia, Khushi									8	4	2	9	1
Staff/Senior	Koppe, Thomas													
Staff/Senior	Lnu, Riya												11	4
Staff/Senior	Lnu, Rushali	1									-			
Manager/Senior Manager	Simpson, Lindsey								2				2	
Staff/Senior	Smith, Victoria Ann													
Partner/Managing Director	Terhark, Christine													
Staff/Senior	Verma, Aditi													
Staff/Senior	Verma, Priya													
Manager/Senior Manager	Agarwal, Lokesh													
	Grand Total	6	5	2	3	4	4	1	3	18	8	7	23	10

Engagement/Role	Resource Name	11/22/2020	11/23/2020	11/24/2020	11/25/2020	11/26/2020	11/30/2020	12/1/2020	12/2/2020	12/3/2020	12/4/2020	12/7/2020	12/8/2020
Staff/Senior	Arora, Rhytham	1	1					1					-
Manager/Senior Manager	Arora, Shriya		3	2	3	3	3	2	9		4		8
Staff/Senior	Bindal, Nancy											9	5
Staff/Senior	Birdsell, Rebecca												
Manager/Senior Manager	Chawla, Ritika Kaur												
Staff/Senior	Dholiyani, Shubham												
Partner/Managing Director	Dockendorf, Judith		1						2		1		2
Staff/Senior	Foster, Kagan								5	6	3		
Staff/Senior	Franz, Dustin		2	3			3	4	2	3	2	1	2
Staff/Senior	Haworth, Aleah												
Staff/Senior	Jain, Attika												
Staff/Senior	Kalia, Khushi		6	4	1			1	1		4	9	
Staff/Senior	Koppe, Thomas												
Staff/Senior	Lnu, Riya							3		7	3	9	6
Staff/Senior	Lnu, Rushali		3	3	5	4	7	5	3	5	5	4	8
Manager/Senior Manager	Simpson, Lindsey						1					2	
Staff/Senior	Smith, Victoria Ann												
Partner/Managing Director	Terhark, Christine												
Staff/Senior	Verma, Aditi												
Staff/Senior	Verma, Priya												
Manager/Senior Manager	Agarwal, Lokesh												
	Grand Total	1	15	12	9	7	14	15	22	20	21	33	31

Engagement/Role	Resource Name	12/9/2020	12/10/2020	12/11/2020	12/12/2020	12/14/2020	12/15/2020	12/16/2020	12/17/2020	12/18/2020	12/21/2020	12/22/2020	12/23/2020
Staff/Senior	Arora, Rhytham	3	1					4	1	7			
Manager/Senior Manager	Arora, Shriya	8	7	2		8		2	8	8		8	
Staff/Senior	Bindal, Nancy	5											
Staff/Senior	Birdsell, Rebecca												
Manager/Senior Manager	Chawla, Ritika Kaur												
Staff/Senior	Dholiyani, Shubham												
Partner/Managing Director	Dockendorf, Judith	4	2			2	1	3					
Staff/Senior	Foster, Kagan	1	5			5	4	1	5	1	1		3
Staff/Senior	Franz, Dustin	1	3	2	1	2	3	2	4		1	1	1
Staff/Senior	Haworth, Aleah												
Staff/Senior	Jain, Atika												
Staff/Senior	Kalia, Khushi	6	9	10		9	4	5	6	5	9	2	5
Staff/Senior	Koppe, Thomas		6	2					-				
Staff/Senior	Lnu, Riya	9	9	9		10	4	2	7	6	8		4
Staff/Senior	Lnu, Rushali	8	6	2		8	7	2	8	5			
Manager/Senior Manager	Simpson, Lindsey					2			1				
Staff/Senior	Smith, Victoria Ann												
Partner/Managing Director	Terhark, Christine												
Staff/Senior	Verma, Aditi												
Staff/Senior	Verma, Priya									4	9	7	5
Manager/Senior Manager	Agarwal, Lokesh												
	Grand Total	43	48	27	1	46	22	20	39	36	28	21	14

Engagement Role	Resource Name	1/4/2021	1/5/2021	1/6/2021	1/7/2021	1/8/2021	1/10/2021	1/11/2021	1/12/2021	1/13/2021	1/14/2021	1/15/2021	1/16/2021	1/18/2021	1/19/2021
Staff/Senior	Arora, Rhytham					1		3	1	1	3		1		
Manager/Senior Manager	Arora, Shriya		8		8	8		6		10	10	7	2	4	3
Staff/Senior	Bindal, Nancy														
Staff/Senior	Birdsell, Rebecca														
Manager/Senior Manager	Chawla, Ritika Kaur														
Staff/Senior	Dholiyani, Shubham														
Partner/Managing Director	Dockendorf, Judith	4	6		2				2	2					
Staff/Senior	Foster, Kagan		5	7	5	3		11	9	10	10	7	4	3	7
Staff/Senior	Franz, Dustin			1	2	1	2	2	3	1	2	3	1	1	2
Staff/Senior	Haworth, Aleah														
Staff/Senior	Jain, Attika													11	4
Staff/Senior	Kalia, Khushi	8	7	7	2	7		1	2	1		1			
Staff/Senior	Koppe, Thomas														
Staff/Senior	Lnu, Riya	8	6	6	2	7		11	11	9	4	7	2	6	2
Staff/Senior	Lnu, Rushali	8	4	6	4	4		6	11	11	2	8	4		3
Manager/Senior Manager	Simpson, Lindsey					1	2	2	2	1		1		1	1
Staff/Senior	Smith, Victoria Ann														
Partner/Managing Director	Terhark, Christine														
Staff/Senior	Verma, Aditi		3			1		9	11	8	2		2	7	11
Staff/Senior	Verma, Priya	2	1		1			1	1						
Manager/Senior Manager	Agarwal, Lokesh														
	Grand Total	29	32	35	24	31	4	49	51	53	32	33	15	33	32

Engagement Role	Resource Name	1/20/2021	1/21/2021	1/22/2021	1/23/2021	1/24/2021	1/25/2021	1/26/2021	1/27/2021	1/28/2021	1/29/2021	1/30/2021	1/31/2021	2/1/2021	2/2/2021
Staff/Senior	Arora, Rhytham							1	1		-	2			1
Manager/Senior Manager	Arora, Shriya	5		6	7		10	5	5		10	9		8	12
Staff/Senior	Bindal, Nancy														
Staff/Senior	Birdsell, Rebecca														
Manager/Senior Manager	Chawla, Ritika Kaur														
Staff/Senior	Dholiyan, Shubham				2		6		9	1	3	3		7	9
Partner/Managing Director	Dockendorf, Judith	2	2								3			4	2
Staff/Senior	Foster, Kagan	10	6	9	3		9	8	9	9	8	4		10	9
Staff/Senior	Franz, Dustin	1	2	2	3		5	4	4	2	1	3	3	3	12
Staff/Senior	Haworth, Aleah														
Staff/Senior	Jain, Attika														
Staff/Senior	Kalia, Khushi	4						5	2	1	1	1			
Staff/Senior	Koppe, Thomas														
Staff/Senior	Lnu, Riya	9	12	13	7		12	12	12	6	12	5		13	9
Staff/Senior	Lnu, Rushali	1	2	5	1		9	6	3		5	1		1	2
Manager/Senior Manager	Simpson, Lindsey	1	1	1			1		1	1	1			2	3
Staff/Senior	Smith, Victoria Ann														
Partner/Managing Director	Terhark, Christine														
Staff/Senior	Verma, Aditi	11	12	12		1	12	12	10	6	3	1			
Staff/Senior	Verma, Priya							4	6	6		1		1	5
Manager/Senior Manager	Agarwal, Lokesh														
	Grand Total	42	37	47	22	1	62	56	61	30	46	29	3	48	64

Engagement Role	Resource Name	2/3/2021	2/4/2021	2/5/2021	2/6/2021	2/9/2021	2/10/2021	2/13/2021	2/15/2021	2/17/2021	2/18/2021	2/19/2021	2/21/2021	2/22/2021	2/23/2021
Staff/Senior	Arora, Rhytham		2												
Manager/Senior Manager	Arora, Shriya	12	9	8											
Staff/Senior	Bindal, Nancy														
Staff/Senior	Birdsell, Rebecca														
Manager/Senior Manager	Chawla, Ritika Kaur														
Staff/Senior	Dholiyani, Shubham	9	2												
Partner/Managing Director	Dockendorf, Judith	2	2	2											
Staff/Senior	Foster, Kagan	11	10	8											
Staff/Senior	Franz, Dustin	5	6	1	1					1				2	1
Staff/Senior	Haworth, Aleah														
Staff/Senior	Jain, Attika														
Staff/Senior	Kalia, Khushi														
Staff/Senior	Koppe, Thomas													9	7
Staff/Senior	Lnu, Riya	9	6	2											
Staff/Senior	Lnu, Rushali	2													
Manager/Senior Manager	Simpson, Lindsey	3	4	2		2	2	2	1	1	3	1	1		1
Staff/Senior	Smith, Victoria Ann		2												
Partner/Managing Director	Terhark, Christine	1													
Staff/Senior	Verma, Aditi														
Staff/Senior	Verma, Priya														
Manager/Senior Manager	Agarwal, Lokesh									2	1				
	Grand Total	53	42	22	1	2	2	2	1	4	4	1	1	11	9

Engagement Role	Resource Name	2/24/2021	2/25/2021	2/26/2021	3/1/2021	3/2/2021	3/3/2021	3/4/2021	3/5/2021	3/8/2021	3/9/2021	3/10/2021	3/11/2021	3/12/2021	3/13/2021	3/15/2021
Staff/Senior	Arora, Rhytham						2	1	2		2	1				2
Manager/Senior Manager	Arora, Shriya	-		10	10	10	2			10	10		5			
Staff/Senior	Bindal, Nancy															
Staff/Senior	Birdsell, Rebecca															
Manager/Senior Manager	Chawla, Ritika Kaur															
Staff/Senior	Dholiyani, Shubham															
Partner/Managing Director	Dockendorf, Judith						2	3				2	2			2
Staff/Senior	Foster, Kagan															
Staff/Senior	Franz, Dustin	0	1	1		2	0	0	1		3	1	0	1		1
Staff/Senior	Haworth, Aleah															
Staff/Senior	Jain, Attika															
Staff/Senior	Kalia, Khushi															
Staff/Senior	Koppe, Thomas	7	3													
Staff/Senior	Lnu, Riya				8	9	8		1	4	3	5	9	8	1	6
Staff/Senior	Lnu, Rushali			8	3	1		1								
Manager/Senior Manager	Simpson, Lindsey		1		1		1			1				1		
Staff/Senior	Smith, Victoria Ann															
Partner/Managing Director	Terhark, Christine															
Staff/Senior	Verma, Aditi				11	12	10	1			-	6	11	9		2
Staff/Senior	Verma, Priya															
Manager/Senior Manager	Agarwal, Lokesh															
	Grand Total	7	4	18	32	33	25	6	3	15	18	15	27	18	1	13

Engagement Role	Resource Name	3/16/2021	3/17/2021	3/18/2021	3/19/2021	3/20/2021	3/21/2021	3/22/2021	3/23/2021	3/24/2021	3/26/2021	3/29/2021	4/1/2021	4/5/2021	4/7/2021	4/8/2021
Staff/Senior	Arora, Rhytham		1													
Manager/Senior Manager	Arora, Shriya			10	8			2	8	5						6
Staff/Senior	Bindal, Nancy															
Staff/Senior	Birdsell, Rebecca															
Manager/Senior Manager	Chawla, Ritika Kaur															
Staff/Senior	Dholiyani, Shubham															
Partner/Managing Director	Dockendorf, Judith	2	2	4	4			2								
Staff/Senior	Foster, Kagan															
Staff/Senior	Franz, Dustin	1	2	2	1	1		6	9	0						
Staff/Senior	Haworth, Aleah			2	1											
Staff/Senior	Jain, Attika															
Staff/Senior	Kalia, Khushi															
Staff/Senior	Koppe, Thomas															
Staff/Senior	Lnu, Riya	8	11	13	11	6		11	9		1					
Staff/Senior	Lnu, Rushali															-
Manager/Senior Manager	Simpson, Lindsey		1					1		1		1	1	1		
Staff/Senior	Smith, Victoria Ann															
Partner/Managing Director	Terhark, Christine						1									
Staff/Senior	Verma, Aditi	6	10	11	10	5										
Staff/Senior	Verma, Priya				5											
Manager/Senior Manager	Agarwal, Lokesh															
	Grand Total	17	26	41	39	12	1	22	26	6	1	1	1	1	-	6

Engagement/Rôle	Resource Name	Grand Total
Staff/Senior	Arora, Rhytham	68
Manager/Senior Manager	Arora, Shriya	423
Staff/Senior	Bindal, Nancy	18
Staff/Senior	Birdsell, Rebecca	1
Manager/Senior Manager	Chawla, Ritika Kaur	4
Staff/Senior	Dholiyan, Shubham	51
Partner/Managing Director	Dockendorf, Judith	81
Staff/Senior	Foster, Kagan	289
Staff/Senior	Franz, Dustin	185
Staff/Senior	Haworth, Aleah	3
Staff/Senior	Jain, Attika	15
Staff/Senior	Kalia, Khushi	168
Staff/Senior	Koppe, Thomas	34
Staff/Senior	Lnu, Riya	472
Staff/Senior	Lnu, Rushali	222
Manager/Senior Manager	Simpson, Lindsey	63
Staff/Senior	Smith, Victoria Ann	2
Partner/Managing Director	Terhark, Christine	2
Staff/Senior	Verma, Aditi	235
Staff/Senior	Verma, Priya	56
Manager/Senior Manager	Agarwal, Lokesh	3
Grand Total		2,392

The following files are not convertible:

Adjustments_AG_RCE.xlsx	AG-2 Staff's Schedule of
Adjustments_AG_RCE.xlsx	AG-4 DN 51625 Staff's Schedule of

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.