



ROSS | GANNAWAY | CLIFTON, PLLC
Attorneys at Law

August 16, 2022

VIA Email: Mcosentino@sanmarcostx.gov

Mr. Michael Cosentino
City Attorney
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666

RE: Engagement of Services

Dear Mr. Cosentino,

Ross | Gannaway | Clifton, PLLC (the “Firm”) is pleased and honored to have the opportunity to provide general legal advice and counsel to the City of San Marcos (“Client”) on employment-related matters, including civil service and meet and confer. This letter sets out the terms of our engagement and unless we agree otherwise in writing, it will apply to services provided to Client by the Firm.

Scope of Engagement. Client will provide us with factual information and documents as necessary to perform these services, will make decisions as necessary to facilitate the rendering of our services, will be available to assist us in our representation, and will remit payment of our invoices as set out below. We will perform our professional services on Client’s behalf to the best of our ability, but we cannot, and do not, make any guarantees regarding the outcome of any matters for which you engage us. Our expressions as to a matter’s outcome is our best professional estimate only. We are compensated for the time and efforts we devote on Client’s behalf and not for any particular result.

Staffing. I will be the Firm’s supervising lawyer, and I am always available to assure your satisfaction with our professional relationship. If appropriate, other Firm lawyers and legal assistants may be used when possible to maximize legal effectiveness and time efficiency, and to minimize Client’s legal expenses.

Retainer. No retainer is required at this time.

Fees. Our representation will be on an hourly fee basis, billed in tenth-of-hour increments, with the smallest increment beginning at two-tenths of an hour. My hourly fee is \$275.00 an hour. Other attorneys bill out at greater or lesser rates depending upon their level of experience. Travel time is considered work time and is billed accordingly. The Firm reserves the right to review and adjust our billing rates on a periodic basis and will notify Client of any changes.

Other Charges. Client is responsible for all expenses incurred by the Firm on Client’s behalf. These expenses include copying charges (currently \$.20 per page for black and white and \$.25

for color), postage, faxes, certain computerized research, overnight courier service, mileage, and travel costs, if any. Depending on the size of these charges, we may request that Client pay them directly. To the extent the Firm advances those expenses on Client's behalf, Client will reimburse the Firm on a monthly basis.

Technology. During the course of this engagement, both Client and the Firm will use electronic devices and internet services, including but not necessarily limited to e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, Client agrees that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of Client's communications, Client may wish to assure that any computer or device Client uses in communication with the Firm is password-protected and not accessible for use by any third party. Client may also elect to encrypt certain documents.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. Our billing cycle normally ends on the 20th of each month. Client will not be sent a bill if no work was performed and no expenses were incurred during the billing cycle. Our bills provide a description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on Client's behalf. If you ever have a question about a bill, or if you would like them in a different format, please let me know your concerns, and I will make every effort to resolve them to your satisfaction.

Attorney – Client Relationship. Client has the right to terminate the Firm's services at any time. Similarly, the Firm may withdraw its representation if Client fails to timely pay its invoices, fails to disclose material facts, fails to timely communicate with the Firm, or if anything else occurs that, in the Firm's judgment, impairs its ability to continue an effective attorney-client relationship.

Records. Client should retain all originals and copies of documents for its own file and, if desired, for future reference. The Firm will create and maintain a file of information and documents relating to matters for which our services have been retained. During our representation, the Firm creates "work product," which consists of things such as attorney's handwritten notes, internal memos, and legal research. Work product belongs to and will remain the property of the Firm. At the conclusion of a particular matter, the Firm will retain the files in our office and/or at an off-site location for no more than five years. Once transferred to an off-site storage facility, there will be a per request charge to retrieve them. The Firm's files will be destroyed at some point after this five-year period unless Client has specifically made other arrangements in writing to preserve some or all of the files.

Texas Lawyer's Creed. On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed – a Mandate for Professionalism. A copy of the Creed is available from us upon request.

If you have questions about the terms of our representation as set forth in this letter, please let me know. If Client agrees to the terms of this letter, please have Client's authorized representative

sign below and then return to me. Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Julia Gannaway

JG@RossGannaway.Law

Writer's Direct Dial: 817.332.8512

Agreed to and accepted on behalf of Client this 16th day of August 2022.

Michael Cosentino, City Attorney, City of San Marcos, TX