



TAYLOR·OLSON·ADKINS·SRALLA·ELAM  
L.L.P.  
ATTORNEYS & COUNSELORS

6000 WESTERN PLACE, SUITE 200  
I-30 AT BRYANT IRVIN ROAD  
FORT WORTH, TEXAS 76107  
EMAIL: TOASE@TOASE.COM

TELEPHONE: (817) 332-2580  
TOLL FREE: (800) 318-3400  
FACSIMILE: (817) 332-4740  
WEBSITE: WWW.TOASE.COM

William M. McKamie  
[mmckamie@toase.com](mailto:mmckamie@toase.com)

March 8, 2023

Barbara Quirk  
Interim City Attorney  
City of San Marcos  
630 E Hopkins  
San Marcos, TX 78666

**Via Email:** [bquirk@sanmarcostx.gov](mailto:bquirk@sanmarcostx.gov)

Re: Letter Representation for City of San Marcos  
Cause No. 23-0339  
*SM Block 21, LLC v.*  
*City of San Marcos*  
In the 207th Judicial District Court, Hays County, Texas

Dear Barbara:

On behalf of the firm of TAYLOR, OLSON, ADKINS, SRALLA & ELAM, L.L.P., I would like to thank you for the trust that you have shown in us by selecting our firm. We will do everything within our power to justify that trust. We appreciate the opportunity to represent the City of San Marcos. We find it would be helpful for us to identify the roles and responsibilities of both our law firm and the City.

#### Scope of Engagement

As your counsel we will provide the legal services requested in connection with this Engagement, including legal advice and representation of the City with regard to the defense of the above described lawsuit, accelerated appeal and associated matters. At the City's sole discretion, this engagement may also be extended to include counterclaims, and third-party claims arising out of or related to the same issues as the above described lawsuit.

#### Work Assignments

I will be the City's primary contact for all aspects of the firm's representation of the City with respect to the Engagement. From time to time, parts of the City's work may be assigned to other personnel within the firm, and other firm lawyers may be used where specialized help is needed. It is our practice to assign tasks among lawyers, legal assistants, paralegals, law clerks and document retention clerks in such a way as to produce the quality work at a reasonable expense to the City. However, I will be responsible to the City for the entire assignment and will be available to discuss the engagement work with you.

Fees

Our fees are based on the time spent by the lawyers, law clerks, paralegals and legal assistants who work on the matter. We will charge for all time spent in representing your interest, including, by way of illustration, telephone and office conferences with the City's representatives, consultants (if any), and opposing counsel. Also included are drafting letters, agreements and other necessary documents; appropriate conferences among our lawyers, paralegals, legal assistants and clerks; factual investigation or due diligence; and legal research.

We propose the following fee schedule for this engagement:

William M. McKamie	\$350.00 per hour
Other Firm Attorneys	\$240.00 per hour
Paralegals	\$130.00 per hour

It is also understood and agreed that the firm may utilize legal and support staff or other support resources within the firm as necessary to timely accomplish the scope of the project outlined above. William M. McKamie will be responsible for reviewing the bills on a monthly basis. Billing rates are reviewed annually, and occasionally adjusted.

Other Charges

In addition to our fees, we will charge for actual expense amounts for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses, long distance telephone calls, facsimile transmissions, postage, and filing fees. These charges will be itemized on the vendor invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators and consultants) will be the responsibility of, and billed directly to you for payment. Further, all invoices in excess of \$200.00 will be forwarded to the City for direct payment to the vendor.

Billing

We will submit a statement to you upon completion of our review. Statements are always due and payable upon receipt. We encourage you to review our statements and discuss any questions with me that you may have concerning the level of activities and the nature of services rendered. One of the reasons we submit statements to clients on a monthly basis is so that the client will have a ready means of monitoring and controlling the expenses you are incurring. If you believe the expenses are mounting too rapidly, then you should contact us immediately so that we can assist you in evaluating future alternatives. We will cooperate in maintaining effective communications with you on the costs of the engagement.

Cooperation

In order to enable us to render effective legal services, the City has agreed to advise us of all facts and to keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information the City and its agents provide to us. To the extent it is necessary for City representatives to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of those representatives can be served.

### Conflicts Waiver

Although our primary business is the representation of Texas cities and other local governments, the firm has a broad base of clients that we represent on a variety of legal matters. It is further agreed that TOASE shall continue to practice in full accordance with the Texas Rules of disciplinary Conduct. TOASE advises that in the event of a conflict of interest in representation of you and another party, TOASE has always interpreted the Rules to require TOASE to refrain from representing either party, and has universally followed that interpretation. This agreement is subject to this interpretation of the requirements of the Rules.

### Withdrawal or Termination

You may terminate our employment at any time by notifying us in writing. Subject to compliance with applicable ethical considerations, we may also withdraw from our representation of you by notifying you in writing. These circumstances include but are not limited to if we have a good cause for termination, if our withdrawal may be accomplished without a material adverse effect to your interest, or if you fail substantially to fulfill an obligation to us, including your obligation to pay fees and expenses to us as agreed. Upon termination of our representation, you will be obligated to pay us for all services rendered and expenses incurred as of the date of receipt by the party of the letter of termination.

If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. I also wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900, or visit the State Bar website [www.texasbar.com](http://www.texasbar.com).

### Client Documents

We will maintain any documents the City furnishes us in our client files for this matter. At the conclusion of the matter, (or earlier, if appropriate), we will return all documents in our files to the City. Copies of documents may be maintained in our files for a limited period before ultimately destroying them in accordance with our record retention policy then in effect.

### Closing

If these terms are acceptable, please sign in the space indicated below and return one letter to our office for our records. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes. Please contact me with any questions.

March 8, 2023

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We truly appreciate the opportunity to be of service to you, and we look forward to a mutually beneficial relationship in the future.

Very truly yours,

TAYLOR, OLSON, ADKINS, SRALLA  
& ELAM, L.L.P.

By: /s/ William M. McKamie  
William M. McKamie  
Partner

WMM\rm

**APPROVED AND ACCEPTED:**

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Barbara Quirk, Interim City Attorney  
City of San Marcos, Texas

Date: \_\_\_\_\_