

ENGAGEMENT LETTER

1. **NAME:** City of San Marcos, Texas (client) has employed The Soechting Law Firm, L.L.P., and any employees, associates, or partners (attorney) as the firm may designate as attorney in the following matter:

Representation of The City of San Marcos, Texas and San Marcos Regional Airport in tax matters with the Caldwell County Appraisal District.

Legal Fees

2. In consideration of the services to be rendered to client by attorney, client agrees to pay the following:

Charles E. Soechting	-	\$ <u>350.00</u> per hour.
Legal assistants	-	\$ <u>75.00</u> per hour.

3. All fees and expenses shall be due and payable at San Marcos, Texas, not later than thirty (30) days after statement is mailed to client.

Expenses

4. In addition to the fees set forth above, client does hereby agree to pay all expenses and disbursements separately as such expenses and disbursements are reasonably incurred by the attorney. Such expenses shall not be unreasonable and are subject to review by the client. Attorney will have the authority, after consultation with client, to decide on expenses to be incurred. These expenses and disbursements shall include, but not be limited to, fees for private investigators, expert witnesses, court reporters, court records, documents, court costs, depositions, travel, fax, airline expenses, photography, long distance telephone calls, after hours usage of building or secretarial overtime, the firm's standard charges for Westlaw or other computer research at the firm's rate for such usage, copying services, postage and courier fees, fees for law clerks, trial notebooks, copying, binding charges, delivery or courier charges, document imaging, document scanning, computer disks, CD Roms, the firm's administrative charges in opening the file and document preparation and production charges for secretarial typing and other related expenses in producing documents, and all other expenses reasonably necessary for the proper representation of client.

Trust Account

5. To have funds available for the payment of such expenses and fees, if any, as they are incurred and accrued, the undersigned hereby agrees to maintain in the attorney's trust account, the sum of \$2500.00, with the initial deposit in such amount to be made on or before any work is commenced, from which account the attorney is hereby authorized to draw from time to time for

actual expenses incurred, disbursements made, or fees, if any. The attorney hereby agrees that adequate records of expenses and payments will be kept and that the client shall have the right to review such records at all reasonable times. When the trust account reaches the amount of \$-0-, the client shall restore the trust account to the amount of \$2500.00. Any amount remaining in the trust account to client's credit after completion of the claim shall be refunded to client. At attorney's discretion, the deposit shall be placed in an interest bearing trust account and held and disbursed under this paragraph. The attorney shall have no obligation to perform services until this agreement is signed by attorney and client and the trust account is funded.

Adjustment of Fees

6. The hourly fees may be adjusted annually at the beginning of the second contract year by attorney and will be reflected on monthly statements to client in accordance with normal billing practices.

Discharge by Client Without Good Cause or Withdrawal by Attorney for Good Cause

7. Circumstances constituting good cause for attorney to withdraw from the representation of client include, without limitation, the client fails to cooperate with attorney, the client does not respond to attorney's requests, correspondence, or phone calls, the client moves without giving attorney forwarding addresses and phone numbers, the client commits a material breach of this agreement (*e.g.*, the client fails to pay fees or expenses as called for), continued service by the attorney would be unethical or impractical, the client has concealed or misrepresented facts, the client has committed perjury or false swearing, the client has knowingly violated a court order, the representation would result in a violation of applicable rules of professional conduct or other law, attorney reasonably believes that the client is using or is attempting to use attorney's services to perpetrate a crime or fraud, the client insists upon pursuing an objective that attorney considers repugnant or imprudent or with which attorney has fundamental disagreement, the representation has been rendered unreasonably difficult by the client, or because of client's actions a conflict of interest has developed. If client discharges attorney without good cause or attorney withdraws for good cause, client agrees to pay attorney all unreimbursed expenses advanced on behalf of client and all attorney's fees due.

8. In any event, it is understood that either party may terminate this agreement after ten (10) days written notice to the other, but such termination shall not relieve the client of responsibility for payment of accrued legal fees or costs herein. In the event of discharge of or withdrawal of attorney, attorney shall be entitled to receive a sum equal to all hourly fees earned to date plus any costs advanced.

Right to Withdraw

9. In addition to the reasons outlined in the paragraph above, attorney shall have the right to withdraw if, in the opinion of attorney, the claim should not be pursued or the claim does not appear recoverable or collectible.

Return of Documents on Termination

10. If the arrangement between attorney and client is terminated for any reason, then client shall be entitled to all or any part of client's papers and property that client desires. Attorney shall be entitled to a copy of all or part of the file, at attorney's expense. Attorney reserves the right to require client to pay for legal services rendered in order to facilitate an orderly turnover of matters in process at the time of termination.

Representations

11. It is further understood that attorney has made no promises as to the outcome of the case. Attorney has not made any estimate as to the total fees or costs that may be incurred nor has attorney made any other representation or warranty, express or implied, except express representations made in this agreement, and ANY IMPLIED WARRANTY OR REPRESENTATION IS EXPRESSLY DISCLAIMED. It is understood and agreed: (a) that attorney cannot warrant or guarantee the outcome of the case; (b) that attorney has not represented to client that client will recover all or any of the funds or compensation desired; and (c) that obtaining a judgment does not guarantee that the opposing party will be able or willing to satisfy the judgment.

Miscellaneous

12. **Integration.** This contract supersedes any and all other agreements, if any, either oral or in writing, between the parties with respect to the subject matter of the contract, and this Agreement contains all of the covenants and agreements between the parties with respect to the subject matter. This Agreement may not be modified, amended, or replaced except by another signed written Agreement.

13. **Notification.** If client should become displeased or dissatisfied with any aspect whatsoever of the legal representation, client shall immediately notify the law firm in writing by electronic mail, facsimile transmission or certified mail, return receipt requested, of that dissatisfaction or question.

14. **Disposition of File.** The attorneys will have an obligation to retain the client's file, including documents delivered to attorney, only for one (1) year from the date that the attorney's representation has been completed. Within that one (1) year, client shall pick up client's file and all materials furnished to attorney, or upon client's request attorney shall coordinate delivery of a copy of the file to client at client's designated address. After one (1) year from the date that the attorney's representation has been completed, client agrees that attorney may destroy or discard all or any part of client's file. This contract shall constitute the only notice to client that is required before such file is discarded or destroyed after one (1) year. At attorney's discretion and with no duty on the part of attorney to do so and without any right of

the client to rely, attorney may retain all or part of client's file after one (1) year after attorney's representation has been completed after which the file will be discarded at attorney's discretion, except for information that may be used by attorney in the future.

15. **Payment of Fees.** All fees and expenses shall be due and payable at Houston, Texas, not later than thirty (30) days after statement is mailed to client.

16. **Insurance Matters.** Attorney does not undertake any responsibility to advise client on the existence, applicability, or availability of insurance coverage for any matters to be handled by us unless client has provided us with copies of client's policies of insurance and expressly requested attorney's advice on potential coverage under these policies.

17. **1099.** The Internal Revenue Service has certain requirements for issuance of Form 1099-MISC. Attorney will issue a Form 1099 reporting funds distributed to client but whether those funds are taxable is a matter for client to determine. Client should have a qualified tax consultant assist client in determining the taxability of those funds.

18. **Applicable Law.** This contract shall be construed under and governed by the laws of the State of Texas.

19. **Severability.** If any one or more provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision did not exist.

20. **Client Acknowledgment.** Client acknowledges that its authorized representative has had the opportunity to read this Agreement, that client has voluntarily entered into this Agreement fully aware of its terms and conditions, and that client has received a copy of this Agreement.

21. **Effective Date of Representation and this Agreement.** This Agreement shall not be effective and attorney shall have no duty to represent client until all parties have signed this Agreement and the initial trust deposit, if any, has been made by client.

Date signed by Client:

The City of San Marcos

By: _____

Its: _____

Date signed by Attorney:

11/9/2021

The Soechting Law Firm, L.L.P.

Charley E. Soechting

Signature of Attorney