



7286 Dietz Elkhorn · Fair Oaks Ranch, Texas 78015 · (210) 698-0900 · (866) 258-2505

Ryan Henry, PLLC
1019 Central Parkway North, Ste. 108
San Antonio, Texas 78232

Re: Alternate Municipal Court Prosecutor Engagement Letter

Dear Mr. Henry:

This Engagement Letter is being provided to establish a formal agreement for your services as the City of Fair Oaks Ranch Alternate Municipal Court Prosecutor. This **AGREEMENT**, effective as of the 1st day of January 2026 and expiring on December 31st, 2028, between the City of Fair Oaks Ranch and having its principal place of business at 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 (the "City"); and the Law Offices of Ryan Henry, PLLC, principal place of business at 1019 Central Parkway North, Ste. 108, San Antonio, TX 78232, (the "Contractor") (collectively referred to as the "Parties").

In consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

Services

- In the absence of the Municipal Court Prosecutor, the Alternate Municipal Court Prosecutor will be called to conduct all prosecution of Class C Misdemeanor offenses as defined in the City codes and ordinances. While sitting for the Appointed Municipal Court Prosecutor, the Alternate Municipal Court Prosecutor shall have all powers and duties of the Prosecutor.
- Prepare and present criminal cases for bench and/or jury trial.
- Attend formal hearings and pre-trial hearings involving the City of Fair Oaks Ranch Municipal Court cases.
- Communicate charging decisions to victims and police personnel.
- Coordinate and handle the discovery process involving the City of Fair Oaks Ranch Police reports, statements and evidence with pro se defendants and/or attorneys representing defendants in criminal cases.
- Request dismissal of cases under proper circumstances.
- Provide legal research as it relates to City codes and ordinances.
- Inform City of Fair Oaks Ranch personnel of statutory changes that may impact City codes and ordinances.
- Work with the City of Fair Oaks Ranch Court Administrator to improve effectiveness and efficiency of cases presented for prosecution by the Municipal Court.
- Availability to come to the Municipal Court on a weekly / as need basis to sign documents and meet with Court staff.
- Adhere to all applicable local, state, and federal laws and canons of prosecutorial conduct.

Qualifications, Compensation, and Term

- Contractor shall provide competent, zealous, legal services in a professional, skilled manner consistent with an attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure. Contractor must maintain the minimum qualifications to practice law in the state of Texas and must immediately inform the City of any change in the status of the Contractor's licensure.
- As full compensation for services provided, the Contractor shall be paid at the rate of \$150 per hour plus reimbursement for travel "at cost" with no "mark-up" with all related mileage charged by multiplying the actual miles traveled by the then current IRS rate. Unless approved by the City Manager at the time of invoicing, Contractor shall charge travel from the principal place of business as referenced in this Agreement. Payment will be made upon receipt of invoice at acctspayable@fairoaksranchtx.org. Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City, except as provided for in this Agreement for legal services. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor. Subject to approval by the City Council, the term of this Agreement may be extended.
- Termination – The City may terminate this Agreement as prescribed in Section 5.02 of the City of Fair Oaks Ranch Home Rule Charter. If Contractor terminates this Agreement by voluntary resignation, Contractor shall give the City no less than 90 days' notice in writing in advance unless the Council agrees otherwise.
- Entire Agreement – This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services of the Contractor by the City and shall be amended or modified only by written instrument signed by both of the parties hereto.

In conclusion, I would like to reiterate my appreciation for your willingness to serve as an extension of our team.

Respectfully,

Scott M. Huizenga
City Manager

Ryan Henry

Cc: Christina Picioccio, City Secretary