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Bryn Meredith
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July 22, 2021

Via E-Mail
City of Glen Rose
c/o Brady Pendleton
Law Office of Brady L. Pendleton
P.O. Box 483
Stephenville, Texas 76401

Re: Letter Agreement for Legal Services

Dear Mayor and Council:

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 to assist the City of Glen Rose with the disputed disannexation petition ("Project"). We will do everything within our power to justify that trust.

As part of our routine in opening new files, we provide a Letter Agreement to our new clients. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from disclosure on certain types of communications in the event that the City should ever desire to do so. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation of governmental entities is entirely an "at-will" arrangement, in which representation continues only so long as the city council has absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed by the City and will apply to this Project and any other projects for which the firm might be engaged. It will remain in effect until such time as the City may decide to seek other representation, or until written notification is sent by either party that the terms of this Agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Under the terms and conditions of this Agreement, our law firm will provide the City with representation on the following basis. The firm will bill at an hourly rate of \$350.00 per hour for attorneys and \$100.00 per hour for paralegals. If we are requested to attend in-person meetings it is our policy to bill at the above hourly rate for travel time to and from the destination.

We are conscious of the fact that legal fees on a substantial matter can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, and utilizing legal assistants, administrative

assistants, and law clerks whenever practical. Moreover, when unforeseen extraordinary fees or expenses appear necessary, we will ordinarily consult with you beforehand when time permits.

All out-of-pocket expenses incurred by us in connection with this representation are billed to you as a separate item on your monthly statement. Costs for other services such as copies, faxes, legal research, etc., are billed at reasonable rates on your monthly statement. Specific details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt. Any owed amounts that are not paid within 30 days will bear interest at the rate of one percent per month. There may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. However, we reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in our representation of the City.

Although we attempt to retain for a reasonable time copies of most documents generated by this law firm, the firm cannot be held responsible in any way for failing to do so, and the firm hereby expressly disclaims any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

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.

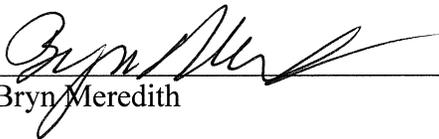
If these terms are acceptable, please sign in the space indicated below and return a copy to our office for our records. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

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

Very truly yours,

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

By


Bryn Meredith

BDM\jkb

APPROVED AND ACCEPTED:

Julia Douglas, Mayor

Date: _____