

August 27, 2021

Mr. Nick Williams
Director of Public Works
City of Stephenville
298 W. Washington Street
Stephenville, Texas 76401

VIA ELECTRONIC TRANSMISSION

Re: Supplement to Engagement Letter – City of Stephenville;
Billing File Number: 919-3

Dear Mr. Williams:

We appreciate the confidence you have shown in us by recently requesting additional legal services from our firm. For various reasons it is necessary for our firm to specifically enumerate those matters on which we are working. The purpose of this letter is to set forth our understanding of the legal services to be performed by us and is a Supplement to the original Engagement Letter. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. (“Lloyd Gosselink”) will represent the City of Stephenville with respect to assisting the City in pursuing a TCEQ permit to expand the City’s existing landfill, to include a construction and demolition only waste area (the “Matter”). Furthermore, this letter is our notice to you regarding our acceptance of this representation (the “Representation”).

Terms of Engagement

Our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, dated October 1, 2018, set out the terms of our engagement in the Representation. This letter is expressly incorporated into that document. It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in the original Engagement Letter and all Supplements thereof.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with

clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively. At the request of the City, we have agreed to a maximum total legal bill on this matter of \$50 thousand (\$50,000.00) by Lloyd Gosselink without further written approval from the City. Should the matter require additional legal work beyond that amount, Lloyd Gosselink will be under no obligation to continue its representation without the City and Lloyd Gosselink's mutual agreement.

My time is billed at the rate of \$375 per hour, and Jeffrey Reed's time is billed at the rate of \$350 per hour. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting this Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed the issue of potential conflicts in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based software, we

undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

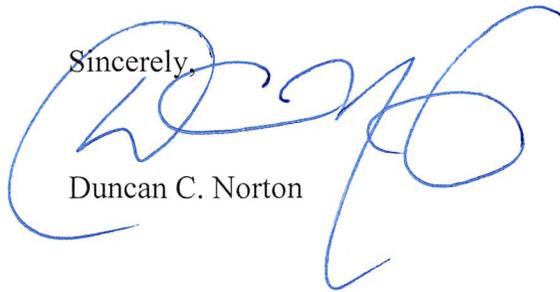
Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter is appended to, and made a part of, our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, and together with all other Supplements constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written Supplement. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C. If you agree to these terms of engagement, please sign in the space provided below and return a scanned copy of the executed Supplement to Engagement Letter.

Sincerely,



Duncan C. Norton

DCN/ldp
8279924.2

NAME

Title