



MESSER ★ FORT

THE MUNICIPAL LAW FIRM

FRISCO | DALLAS | AUSTIN | ABILENE

August 12, 2025

**VIA EMAIL: [bgrimes@willowpark.org](mailto:bgrimes@willowpark.org)**

Bryan Grimes, City Manager  
City of Willow Park  
120 El Chico Trail  
Willow Park, TX 76087

RE: City of Willow Park Legal Services Agreement

Dear Mr. Grimes:

Messer Fort, PLLC ("M&F" or "Firm") and I appreciate the opportunity to represent the City of Willow Park for interim city attorney services. This letter outlines the specific terms of our engagement. If you have any questions about these matters, please call me.

1. **Client:** Our client will be the City of Willow Park ("City"). Our representation in this matter is limited to the City and the term "City" does not include, and we do not represent, any other entities or individuals. Throughout the term of this Agreement and at all times while performing services under this Agreement, the Firm will be a wholly independent contractor.
2. **Scope of Work:** The City hereby engages M&F to perform the above-described services and other services as may be requested by elected officials and employees of the City; however, either party may request an addendum to this Agreement in a form mutually agreeable to the parties prior to the provision of additional services hereunder.
3. **Conflicts and Confidentiality:** M&F represents that it has reviewed its records and has no conflicts of interest involving the City. M&F will do all within reason to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, M&F shall promptly advise the City of such, in writing, and shall notify the City of M&F's proposal to resolve the conflict.
4. **Personnel:** M&F has over twenty attorneys, including six partners, in its North Texas office. Andy Messer will have the primary responsibility for providing or supervising these services for the City. Other M&F lawyers and legal assistants may be involved when M&F believes it would be beneficial or necessary to serve the City, but Andy Messer will be the primary contact on matters assigned to M&F under this Engagement Agreement. Attorney resumes can be viewed at [www.txmunicipallaw.com](http://www.txmunicipallaw.com).
5. **Results:** Any views M&F expresses about a likely outcome are only expressions of judgment, we do not make representations or guarantees to the City as to the probability of ultimate success or any particular result. The City acknowledges and agrees that M&F's entitlement to

payment for fees and expenses shall not be contingent upon the results obtained or the final disposition of the services for which M&F has been retained.

6. **Records**: The City should retain all originals and copies of documents the City desires for future reference. At its expense, M&F will retain its file(s) for a period of seven (7) years from the date a client-matter is concluded, but ultimately the file will be destroyed in accordance with our record retention schedule. If for any reason M&F dissolves or stops its business activities, the Firm will notify the City and provide it with an opportunity to take possession of its client files. Any charges presented to the City in connection with the delivery of client files will not exceed the actual costs incurred for the delivery. The City recognizes that working papers shall be assembled and accumulated by M&F in connection with this representation, and that same shall belong to and remain the property of M&F.
7. **Litigation Matters**: M&F will represent/defend the City in lawsuits upon the request of the City. Likewise, M&F will initiate litigation only at the request of the City. This Agreement does not obligate the City to refer to M&F any legal matter in connection with which it seeks legal services. At all times the City may refer any legal matter to whichever firm or attorney it may deem appropriate in its sole discretion.
8. **Fees**: M&F shall bill the City monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. M&F shall separate invoices as requested by the City. Attorney fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by M&F due to acceptance of the matters identified herein, time limitations imposed by the City or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and M&F's hourly rates. The Firm will bill the city at the following hourly rates:

\$230	per attorney hour for general municipal services
\$350	per attorney hour for employment, litigation, and utility services
\$150	per hour for law clerks and planners
\$105	per hour for paralegals

Time for legal work and travel is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.5 = 30 minutes	.9 = 54 minutes
.2 = 12 minutes	.6 = 36 minutes	1.0 = 60 minutes
.3 = 18 minutes	.7 = 42 minutes	
.4 = 24 minutes	.8 = 48 minutes	

Opinion letters for bonds are a flat fee paid from the bond proceeds, if requested. Market rates (non-governmental rates) will be charged when the City is fully reimbursed for legal expenses, such as by a developer or a debt issuance, if applicable. The City understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. The City further understands that M&F may propose hourly rates be modestly

increased from time to time, but that any annual increase shall be no more than ten (10%) percent of the current rate. As directed by City Council, the City Administrator is hereby authorized to negotiate and agree to hourly rates on an annual basis.

9. **Billing Practices and Payment:** M&F bills for matters on a monthly basis, and payment is due within 30 days of receipt of the invoice. We do not bill for expenses associated with our representation except for filing and recording fees, litigation costs, copy costs, research database costs, and charges for extraordinary items which may be generated by the particular demands of the project involved. The amount charged, if any, by M&F for expenses it incurs will be the amount of the actual cost incurred without any mark-up.

If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon the City's consent or directly by the City. The City will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of their invoice or M&F's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of the City and that the City is responsible for payment of their fees.

If the City has a question about M&F's billing procedures or statements, please ask Andy Messer. M&F prefers that questions be raised as soon as possible so that we can address the concerns and be certain the City understands our procedures and our statements and is fully satisfied with them.

10. **Termination:** Either party may terminate our representation at any time by notifying the other in writing. In either case, M&F's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, the City will be obligated to pay for all services rendered and expenses incurred to the date of termination.
11. **Independent Legal Review:** M&F has written this engagement letter on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter. M&F wishes to provide you ample opportunity to consult with independent counsel; we do not require that you return a signed copy of this letter immediately.
12. **Attorney Complaint Information:** M&F intends to maintain the highest standard of ethical conduct towards the City and others as set out and enforced by the State Bar of Texas. If for any reason the City believes an attorney in M&F has violated the written rules of professional conduct for lawyers and/or has questions prior to filing a grievance, the City may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P.O. Box 12487, Austin, Texas 78711-2487. Please note that by signing a grievance form any attorney-client privilege, which would otherwise keep discussions between your attorney and you confidential, will be waived.
13. **Press Inquiries:** From time to time, we may receive media inquiries concerning the City. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, M&F will abide by your instructions concerning whether and in what

manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our best judgment, revealing non-confidential information when it is ethical to do so and appears to advance the City's interests. M&F will advise the Mayor and/or City Manager of any and all media inquiries received pertaining to the City.

14. **Electronic Mail:** In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.
15. **Miscellaneous:** Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each such executed copy or counterpart shall have the full force and effect of an original executed instrument.

Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, addressed as follows:

**If to the City of Willow Park:**

Bryan Grimes, City Manager  
City of Willow Park  
120 El Chico Trail  
Willow Park, TX 76087

**If to the Firm:**

Messer Fort, PLLC  
Attn: Andy Messer  
6371 Preston Road, Ste. 200  
Frisco, TX 75034

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein, or, in the case of facsimile, upon receipt. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above for giving the other party two (2) days' advance, written notice of such change of address.

This Agreement shall be construed under and in accordance with the laws of the State of Texas. This Agreement is executed by the authorized agent of the City and M&F, effective from the date executed by the City as directed by the City Council.

16. **Texas Lawyer's Creed:** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed

requires us to advise you of its contents when we undertake representation. A copy of the Creed is available for your review at <https://www.legalethicstexas.com/texas-lawyers-creed-details/>.

If the City agrees with the foregoing, please sign and return this letter and retain a copy for your records.

Again, we appreciate you engaging Messer Fort, PLLC to represent you and we look forward to working with you and establishing a mutually beneficial relationship.

Sincerely,  
**Messer Fort, PLLC**



Andy Messer, Partner

THE CITY OF WILLOW PARK AGREES TO RETAIN MESSER FORT, PLLC ON THE FOREGOING TERMS.

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Bryan Grimes, City Manager  
City of Willow Park