



June 12, 2024

Hon. Mayor Jeff Rasco
City of Woodcreek
41 Champions Cir
Woodcreek, TX.78676

RE: Engagement Letter for Municipal Consulting Services

Dear Mayor Rasco:

We are pleased to present the following letter, which outlines the terms and conditions under which we will provide assistance to your interim City Administrator and the City in the form of budgeting, finance, and other municipal administrative support as may be requested by the City. This engagement letter formalizes the agreement between McDougal and Associates, LLC and the City of Woodcreek, ensuring clarity and mutual understanding for a successful consulting relationship.

1. Scopes of Work will be developed as needed and, upon execution by both parties, will be incorporated into this document as attachments.
2. McDougal & Associates Responsibilities
 - a. Perform the services outlined in attached Scopes of Work with professionalism and due care.
 - b. Communicate regularly with the City of Woodcreek regarding the progress of the services.
 - c. Provide deliverables as specified in the Scope of Work.
3. City of Woodcreek Responsibilities
 - a. Provide access to necessary data, personnel, and information required to perform the services.
 - b. Facilitate communication and coordination between our team and relevant stakeholders.
 - c. Review and approve deliverables promptly.
4. Fees and Payment Terms
 - a. Our fees for services provided will be detailed in each Scope of Work.
 - b. Please see the rate schedule as compensation for any services billed at an hourly rate or services performed on an as needed basis.
 - c. Invoices will be issued monthly and are payable within 30 days of the invoice date. Statements will be payable to McDougal and Associates, LLC.
 - d. 2024 Rate Schedule:

2024 Rate Schedule

Principal \$ 155.00

5. Duration and Termination

This engagement will commence on _____ and will continue until it is terminated by either party. Either party may terminate this engagement upon 30 days written notice. In the event of termination, the City of Woodcreek will be responsible for payment of all services rendered and expenses incurred up to the date of termination.

6. Confidentiality

We acknowledge that in the course of this engagement, we may have access to confidential information. We agree to treat all such information as confidential and to use it solely for the purpose of performing the services described herein.

7. Indemnity

McDougal and Associates agrees to indemnify and hold harmless The City of Woodcreek from any claims, liabilities, damages, or expenses arising out of or in connection with our performance of this engagement, except to the extent caused by the gross negligence or willful misconduct of the City of Woodcreek.

8. Dispute Resolution

Any disputes arising out of or relating to this engagement shall be resolved through negotiation in good faith. If a resolution cannot be reached, the dispute will be submitted to mediation before pursuing any other legal remedies.

9. Acceptance

Please indicate your acceptance of this engagement by signing below and returning a copy to us. We look forward to working with the City of Woodcreek and are committed to providing services that meet your expectations.

We appreciate the opportunity to assist you and complete a project that successfully meets your vision and expectations. Please feel free to call me if you have any questions or if I can provide additional information.

Sincerely,

Brian McDougal

Agreed to, this date: _____ Client: _____ City of Woodcreek _____

By, (please print): _____ Title: _____

Signature: _____