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THE LAW OFFICE OF
ROGER GORDON

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December 28, 2022

Mayor Jeff Rasco
City Manager Kevin Rule
City of Woodcreek, Texas
41 Champions Circle
Woodcreek, TX 78676

via email: jeff.rasco@woodcreektx.gov
via email: manager@woodcreektx.gov

RE: Legal Services Engagement Letter – City of Woodcreek, Texas

Dear Mayor Rasco, Mr. Rule:

Thank you for considering the Law Office of Roger Gordon, PLLC to represent the City of Woodcreek, Texas as interim city attorney pending the City's retention of a permanent representative. I appreciate your confidence and will do my best to provide you with quality legal assistance and superior customer service.

The purposes of this letter and the enclosed Standard Terms of Engagement are to set out the specific terms of our attorney-client relationship. Please review these documents carefully and contact me promptly if you have any questions. These materials constitute the arrangement under which my legal services will be provided.

Identity of Client

The Law Office of Roger Gordon, PLLC will be representing the interests of the City of Woodcreek, Texas ("Client" and/or "City") located in Hays County, Texas. For purposes of this Agreement, Kevin Rule has been designated as the client representative and the primary client contact; with Mayor Jeff Rasco or Councilmember Brent Pulley designated as deputies if Mr. Rule is temporarily unavailable. By your signature on this Agreement, you expressly authorize the Law Office of Roger Gordon to correspond and coordinate with any other necessary individuals concerning matters related to Task No. 1 as set forth below.

Nature & Scope of Representation

While in the future we may be directed to represent you on other matters, our present relationship can be described as follows:

Task No. One (#1): The Law Office of Roger Gordon, PLLC will assist the Client by serving in a temporary role as interim city attorney; assisting the City Council and administrative staff with all matters related to the position and as may be amended by the parties. This will include attendance at City Council meetings and preparation of documents associated therewith. This agreement *does not include* any lawsuit(s) available to the Client but may be amended by agreement of the parties.

Notwithstanding the foregoing appointment, the designated attorney's responsibilities may be changed from time to time upon mutual agreement of the parties. The Law Office of Roger Gordon represents that it employs, or will employ at its own expense, all personnel required for the satisfaction of any and all tasks and services set forth herein.

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Financial Arrangements

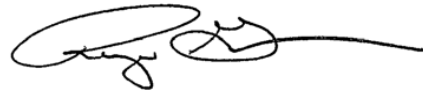
The hourly rate for Roger E. Gordon pursuant to this agreement is \$250.00/hour. The Law Office of Roger Gordon normally requires an initial retainer in the amount of \$5,000.00; however this agreement may reduce or increase the amount depending upon the specific legal needs. Please note that The Law Office of Roger Gordon, PLLC is headquartered in Austin, Texas, and normal billing rates will apply to time spent traveling on business in addition to actual expenses, such as mileage. The Law Office of Roger Gordon bills in increments of a tenth of an hour (i.e., every six (6) minutes). You will receive a detailed monthly accounting of services rendered by the firm. Other rates will apply for specialized legal work, in accordance with the Standard Terms of Engagement. See the attached for more information on rates.

NO RETAINER IS REQUIRED PURSUANT TO THIS AGREEMENT

Acceptance of Terms

If this arrangement is acceptable to you, please sign this letter and return it to me at your earliest convenience, upon approval by the Client. I look forward to assisting you with your legal needs. If you would like to contact me, please call (512) 636-2540, or email me at your convenience at roger@rogergordonlaw.com.

Sincerely,



Roger E. Gordon
State Bar No. 24043697

AGREED TO & ACCEPTED:

By: _____
City Manager Kevin Rule

Date: _____

Checks may be made out to "The Law Office of Roger Gordon"

The Law Office of Roger Gordon, PLLC

Attorney at Law

STANDARD TERMS OF ENGAGEMENT

This document establishes the standard terms of our engagement as your attorneys. Unless modified in writing by mutual consent, these terms will be an integral part of our agreement. Therefore, we ask that you carefully review this statement and contact us promptly if you have any questions. We suggest that you retain this document in your file.

1. Scope of Work

As the client, it is imperative that you have a clear understanding of the legal services The Law Office of Roger Gordon will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

The Law Office of Roger Gordon will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees for Legal Services

The charges for professional services provided by The Law Office of Roger Gordon will typically be based upon the following: (1) the time devoted to the matter; (2) the novelty and difficulty of the questions presented; (3) the requisite experience, reputation and skill requested to deal with those questions; (4) time limitations imposed by the circumstances; (5) and the quality of the results obtained. Fees and costs for particular matters are unpredictable and we have made no commitment concerning maximum fees or costs. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals that perform the services. These rates may vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if this fee structure is modified.

Currently, the standard billing rate for the firm is three hundred dollars (\$300.00) per hour for general legal, investigative, and administrative matters. For particularized work in a more specialized area of the law, such as litigation and administrative actions, the billing rate is three hundred fifty dollars (\$350.00) per hour. All new litigation will be billed at the rate of three hundred fifty dollars (\$350.00) per hour. The billing rate for law clerks and clerical staff is seventy-five dollars (\$75.00) per hour, and for legal assistants (paralegals) is ninety-five dollars (\$95.00). All fees quoted are in U.S. Dollars. Billing rates are agreed upon with the general counsel and are subject to being increased annually upon written notice. Alternatively, the Law Office of Roger Gordon may enter into an agreement involving a flat-fee arrangement in lieu of hourly rates.

3. Other Charges

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses, etc.) incurred by The Law Office of Roger Gordon in connection with representing you will be billed to you as a separate item on your monthly statement.

4. Billing Procedures & Terms of Payment

Our billing period begins on the first of the month and ends on the last day of the month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the beginning of the month following the latest date covered in the statement. Each statement is payable within thirty (30) days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within thirty (30) days after its stated date, interest at the rate of twelve percent (12%) per month (18% per annum) will accrue on the balance due. However, if at any time 18% per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law.

If you have any questions or concerns about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such issues can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Client Responsibilities

You agree to cooperate fully with the firm and to provide us promptly with all information known or available to you relevant to our representation. You agree to pay our invoices in accordance with these Standard Terms of Engagement and the corresponding Engagement Letter.

6. Termination of Services

You have the right to terminate our services at any time upon providing written notice to us. Upon receipt of written notice from you, we will immediately cease to render additional services to the extent we can do so without jeopardizing your legal interests or our ethical obligations. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. We also reserve the right to withdraw when obligated by the *Texas Rules of Disciplinary Conduct*. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Unless otherwise agreed in writing, representation will cease upon your payment in full of all fees due, and my firm's conveyance of your files to the destination you designate. The firm's files, including attorney work product, will be retained at the firm.

7. Retainers

With new clients or with substantial new matters for existing clients, the Firm may require a retainer. The retainer amount is not meant to be an estimate or limit of the fees and expenses required to complete the work on this matter, but is intended as your good faith deposit against a portion of such fees and expenses. The retainer will be placed in our Trust Account and we will bill our fees and disbursements against the retainer. We will advise you if additional amounts are

necessary to be placed in trust against which to bill future work. If our work is completed, and your account is paid-in-full, yet a balance remains in on your retainer, we will refund the retainer to you upon request.

8. Retention of Documents

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

9. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in *Travis County*, Texas, United States of America.

11. Questions

If during the course of our representation you have any questions about any aspect of our arrangements, please feel entirely free to raise those questions. The Law Office of Roger Gordon wants all of our clients to have a clear and satisfactory understanding about every aspect of our billing and payment policies. Accordingly, we encourage an open and frank discussion of any or all of the matters mentioned in this document.