

EXHIBIT
"A"

May 20, 2022

Craig Morgan, Mayor
City of Round Rock
221 East Main Street
Round Rock, TX 78664

ENGAGEMENT AGREEMENT

1. This is an agreement between City of Round Rock (“Client”) and Ryan Law Firm, PLLC (“Ryan Law”) for Ryan Law to perform sales and use tax services as set forth below.

2. **Summary of Engagement Terms:** A summary of the engagement terms set forth in this document are as follows:

Client Name: City of Round Rock

Matter Description: Challenge to Comptroller Rule 3.334

Fee Basis: Hourly

3. **Scope of Engagement/Budget:** Client was engaged up to a \$150,000.00 amount, of which \$99,952.00 has been billed. This new agreement adds an additional authorized amount of \$100,000.00 to be approved by the city council.

4. **Hourly Fee Agreement:** Ryan Law agrees to perform the services described herein on an hourly basis. All services will be billed on a tenth-of-an hour basis. We review and adjust our rates once a year with changes effective on January 1. We will not adjust our rates on this matter without prior written notice to you, and we agree not to adjust our rates more than once per calendar year. Ryan Law’s professional and paraprofessional fees for 2022 are as follows:

Partners	\$550-\$695
Attorneys	\$450-\$550
Paralegals/Legal Assistants	\$125-\$185

5. Attention to Client Needs: Ryan Law desires to be of service to Client and address Client's needs. Accordingly, if Client has any needs, problems, concerns or issues with Ryan Law, Ryan Law requests and Client agrees to promptly communicate with either Doug Sigel, Practice Group Leader - Sales and Use and Income Tax (cell 512.423.3188; doug.sigel@ryanlawyers.com) or Kory L. Ryan, Managing Partner (cell 512.799.7110; kory.ryan@ryanlawyers.com).

Engagement Policies:

6. Expenses: Client will be responsible for payment of reasonable pre-approved expenses. These expenses include, but are not limited to, filing fees, mediation fees, expert witness fees, local counsel fees and expenses, deposition transcription charges, hearing transcription charges, trial transcription charges, charges for demonstrative aids, travel, outside copy charges and other such fees as determined by Ryan Law. Ryan Law will not bill for in-house copying, phone charges, and postage.

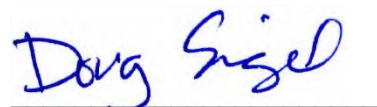
7. Timing of Billing and Payment: For hourly fee matters, Ryan Law provides detailed statements on a monthly basis and bills are due sixty (60) days after receipt. For accounts in arrears, Ryan Law reserves the right to charge 10% per annum interest from when due. For accounts that become more than 90 days in arrears, Ryan Law reserves the right to charge interest at the rate of ten percent per annum from when due, to pursue collection remedies and to withdraw from representation.

8. No Guarantees: Client acknowledges that Ryan Law has not made representations as to the likelihood of an outcome in this matter. Ryan Law does not know and cannot predict whether Client will prevail. The opinions expressed by Ryan Law concerning any potential outcome are opinions or estimates only and not guarantees. In addition, no guarantees are made as to the amount of attorneys' fees that may be incurred in this matter. Any estimates of potential attorney's fees are not guarantees and should not be relied upon except as discussion points.

THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION OF ALL RIGHTS AND DUTIES. VENUE FOR ANY DISPUTES ARISING FROM THIS AGREEMENT IS DALLAS, TEXAS.

Again, we appreciate your trust in Ryan Law. If you ever have any questions, comments or concerns, please do not hesitate to call immediately.

Regards,



Doug Sigel

Practice Group Leader – Sales & Use and Income Tax

Ryan Law Firm, PLLC

ACCEPTED AND AGREED TO:

**Craig Morgan, Mayor
City of Round Rock**

By: _____

Name (Printed): _____

Date: _____