

June 23, 2021

VIA ELECTRONIC MAIL

City of Round Rock
c/o Mayor Craig Morgan
221 East Main Street
Round Rock, Texas 78664

Re: Amended Engagement Agreement

Dear Mayor Morgan:

Please allow this letter to serve as an amendment of the prior engagement agreement whereby the City of Round Rock (the "Client" and/or "you") hired my firm for consultation and representation regarding rule changes by the Comptroller relating to local sales tax. The Client will be our only client in this matter and our representation is limited to the matter described in this letter. The following paragraphs outline the terms of our agreement. It is my distinct honor to be able to represent the City and I look forward to continuing to work with the City Council and City Attorney on this case.

This letter will cover our billing practices and the scope of our representation. Our billing practices are slightly different from some law firms and hopefully will be viewed favorably by you. We do not charge for internal office expenses such as copying, long distance phone calls, facsimile charges, staff overtime or other related overhead items. It is necessary, however, for us to pass along charges incurred from outside vendors such as court reporters, process servers, expert witnesses, copy services (for large copying projects), and FedEx/UPS charges, as well as court costs, filing fees, and any travel costs related to this case. Additionally, if this case requires electronic research, you will be charged a fee for that service, which will be based on the duration of usage and discounted from the market rate set by the provider. Please understand that all outside vendor invoices in an amount of \$400.00 or above will be forwarded to the Client, and it is the Client's responsibility to directly and timely pay the vendors. The Client will still be responsible for outside charges that are less than \$400.00, but we will pay those directly and they will be included as a pass-through expense on our monthly firm invoice.

Each month, we will send an invoice that specifically sets forth all work that has been performed and any pass-through expenses that have been incurred for the month. At that time, we encourage you to closely scrutinize the invoice. We are very conscious of attorneys' fees and expenses and will prudently try to ensure that you are billed fairly and responsibly. Should you ever have any questions or comments regarding our bills, we request that you let us know immediately so that we can have an opportunity to discuss your concerns and attempt to resolve them to your satisfaction.

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I will be the lead attorney working on this matter. However, if it becomes necessary or cost-effective to assign tasks to others to help me, I will do so. The hourly rates for others who may assist with your case are:

Cindy Olson Bourland	\$475.00
Contract Attorneys	\$150.00 – 350.00
Associate Attorneys	\$150.00 – 250.00
Paralegals	\$ 75.00
Law Clerks	\$ 75.00

The hourly fee amount is billed to our clients based on 1/10 of an hour increments. For example, 0.1 hours is equal to 6 minutes, 0.2 hours is equal to 12 minutes, etc.

In the original engagement agreement dated April 10, 2020, legal fees were limited to \$150,000. While fees have not exceeded that cap, we will be getting close to that amount as we enter a new phase of this matter that may include court filings, hearings, discovery, and appeals. Accordingly, it is agreed that a higher limit on fees is warranted, allowing for an additional \$150,000.

Consequently, we agree that my legal fees for this matter will not exceed a total of \$300,000 (including fees incurred to date), unless approved in advance by the City. I will inform you if and when the fees are getting close to that cap. Please understand that, given the scope of this matter and the potential for legal proceedings that may take a substantial amount of time, including the possibility of filings in district court and related appeals, it is certainly possible that legal fees could reach or exceed that cap. It is impossible for me to predict now how long the City might need my representation in this matter and, consequently, I am unable to make an estimate of total legal fees at this juncture. However, I will certainly inform you in advance before fees exceed \$300,000, so that the City can decide how to proceed in such event.

Given the scope of the matter involved in this representation, it also may be necessary to associate with or bring in other various legal and economic specialists. Should that become advantageous or necessary to best serve the City's needs in this matter, I will make such a recommendation and will work with the City Attorney to choose such specialists. The cost or fees of any such associated counsel or expert will be borne by the Client and any such cost or fees will not be counted toward the \$300,000 cap discussed in the paragraph above.

The place of performance of this agreement is Williamson County, Texas. All fees and expenses are payable at the address of the law firm. Further, the Client agrees and acknowledges that the law firm has not made any representation or guarantee as to the outcome of this case, and that the nature of such representation and/or litigation makes it very hard to predict any total amount of legal fees that will be incurred or any particular outcome, given all of the factors and issues involved in this case. This written agreement contains the entire agreement of the parties. There are no terms of our agreement that are not contained in this written agreement.

Please also be advised that the Client may discharge the law firm at any time. If the Client becomes displeased or dissatisfied with the legal services of the law firm, the Client shall give written notice to the law firm. The notice shall be by certified mail, return receipt requested. The Client and the law firm will make all reasonable efforts to resolve any problem that arises. If no resolution is reached, the law firm will withdraw at the Client's written request.

The law firm may also withdraw from further representation for any of the following reasons: the Client fails to pay fees or expenses required under this agreement; the Client fails to cooperate and comply fully with any reasonable request of the law firm; the Client engages in conduct or makes statements that render it unreasonably difficult for the law firm to carry out the purposes of its employment; and/or the Client fails to abide by any of the terms of this agreement. Before the law firm withdraws from its representation of the Client, the law firm shall give ten days' written notice to the Client. The notice shall be by certified mail, return receipt requested. In addition, the Client agrees and acknowledges that the law firm may withdraw if the Client fails either to pay an invoice in full or to replenish a retainer (when applicable) within sixty (60) days.

It is our firm policy to maintain your files for a period of three (3) years after the conclusion of our representation of you. You hereby authorize us to destroy your files three (3) years from the conclusion and/or resolution of your case, unless you instruct us otherwise before the end of said three (3) year period and make arrangements to pick up your case files.

It is my intention to vigorously represent the City in this matter. With that goal in mind, however, I am also very careful to follow the ethical guidelines and the local customs and practices. If a situation ever arises where we feel that the actions being requested by the Client violate any of the local practices and customs or the ethical rules, we will inform you.

To ensure that there is no confusion regarding our fee agreement, please sign this letter in the space provided below indicating your agreement to the terms and conditions of our representation. Should you have any questions or comments regarding this agreement, please contact me before you sign it so that we can discuss them. Also, please do not hesitate to contact me if you need additional information at this time.

Sincerely,

BOURLAND LAW FIRM, P.C.



Cindy Olson Bourland

AGREED:

City of Round Rock

By: _____

(Printed name)

Its: _____