

MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: May 21, 2015

Subject: Authorize the City Attorney to act on an engagement letter with Darren Coleman, of Boon, Calk, Echols, Coleman & Goolsby, P.L.L.C., to represent the City of Marshall in the case of *James Watson v. City of Allen, et al*, regarding Red Light Photo Enforcement.

This item has been placed on the agenda at the request of City Attorney Todd Fitts. Information regarding this item will be presented by Mr. Fitts at the meeting on Thursday. A copy of the engagement letter is attached.

BCEC&G

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Email: darren.coleman@boonlaw.com

May 18, 2015

CONFIDENTIAL COMMUNICATION

Todd Fitts
Rectenwald & Fitts, L.L.P.
110 W Fannin St
Marshall, TX 75670

Via Email

Re: Engagement Letter

Dear Todd:

I want to thank you for allowing Boon, Calk, Echols, Coleman & Goolsby, P.L.L.C. the opportunity to represent the City of Marshall. This letter outlines some of the specific items of our engagement. If you have any questions about these matters, please call me, as we wish to avoid any misunderstanding from the outset of our representation.

This firm will represent the City of Marshall with respect to the claims and causes of action against the City of Marshall in a case styled *James Watson v. City of Allen, et al*, currently pending in the Northern District of Texas, Ft. Worth Division. Our representation will be limited to that matter. I will be primarily responsible for this matter. However, I may obtain the assistance of other lawyers in my firm if in my judgment that becomes necessary or desirable.

I cannot make any representations to you as to the probability of ultimate success in your matter, and similarly I cannot guarantee any particular result. However, we will exert in good faith our ethical and professional efforts on the City of Marshall's behalf.

My hourly rate and the hourly rate for lawyers who may work on this case is \$225.00/hour. However, we have discussed and agreed that this firm will also be representing the City of Longview, Texas in the same matter. As such, and as long as the City of Longview remains a Defendant in the litigation, the City of Marshall and the City of Longview will split the hourly rate (i.e. \$112.50 per hour).

It is our normal practice to bill for matters on a monthly basis, and payment of our statement is due upon receipt of the bill. In addition to reflecting the charges for legal services, the statement reflects the costs incurred by the firm in the rendition of its services, including long distance telephone charges, copying charges, computerized legal or other research systems, delivery services and travel expenses. Further, if certain expenses such as depositions, witness fees or any other out of pocket expenses are incurred on the City of Marshall's behalf, these invoices will be sent directly to your attention for payment. It is our intention to fully represent the City of Marshall's interests, while at the same time attempting to keep expenses at a minimum. If you ever have a question about our billing procedures or statements, please do not hesitate to call me.

Lastly, the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar of the General Counsel will provide you with information about how to file a complaint. For more information, please call (800) 932-1900.

If you agree with the foregoing engagement letter, please sign below and return a signed copy of this letter to me by facsimile or email. We appreciate the City of Marshall employing this law firm, and I look forward to working with you.

Sincerely,

Darren K. Coleman

Darren K. Coleman

DKC/tm

AGREED:

Todd Fitts, for the City of Marshall