

**RESOLUTION NO. 22-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT LETTER WITH THE LAW FIRM OF WYATT HAMILTON FINDLAY, PLLC, TO CONTINUE THE CURRENT APPOINTMENT OF WHITT WYATT AS CITY ATTORNEY FOR THE TOWN OF ADDISON, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 24, 2021, the City Council adopted Resolution No. R21-047 which appointed Whitt Wyatt as the City Attorney for the Town (herein the "City Attorney"); and

**WHEREAS**, Whitt Wyatt notified the City Council and staff that his municipal law practice and existing municipal attorneys and staff will transfer from Wood Banowsky, PLLC to the new law firm of Wyatt Hamilton Findlay, PLLC, effective December 1, 2022; and

**WHEREAS**, the City Council desires to continue its engagement of Whitt Wyatt as City Attorney and appoint the new firm of Wyatt Hamilton Findlay, PLLC to serve as the Town's City Attorney(s).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The City Council desires to retain Whitt Wyatt and appoint the firm Wyatt Hamilton Findlay, PLLC to serve as the City Attorney(s) of the Town of Addison and to act with all the authority of the City Attorney of the Town of Addison as provided in the Charter, the Code of Ordinances, Town of Addison, Texas, and the statutory and common laws of the State of Texas, effective December 1, 2022.

**SECTION 2.** The City Manager is hereby authorized to execute the engagement letter for legal services between the Town of Addison and Wyatt Hamilton Findlay, PLLC attached hereto as **Exhibit A.**

**SECTION 3.** This Resolution shall take effect upon passage and adoption.

**DULY PASSED AND RESOLVED** by the City Council of the Town of Addison, Texas, this **8<sup>th</sup>** day of **NOVEMBER 2022.**

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

EXHIBIT A



November 2, 2022

Via Email: [hkhaleghipour@addisontx.gov](mailto:hkhaleghipour@addisontx.gov)  
Mr. Hamid Khaleghipour  
Town of Addison, Texas  
5300 Belt Line Rd.  
Dallas, Texas 75254

RE: Engagement for Legal Services (City Attorney)

Mr. Khaleghipour,

Pursuant to our prior email correspondence dated October 28, 2022, we will transition our municipal law practice from the current law firm of Wood Banowsky, PLLC to the new firm of Wyatt Hamilton Findlay, PLLC ("WHF"), effective December 1, 2022. It has been a true pleasure to serve Addison over the past year and we are grateful for the opportunity to continue to serve the Town during this transition. Regardless of our new firm name, we will continue to serve the Town in conformance with our original proposal dated April 20, 2021, as well as the previously approved fee structure outlined below:

Description of Services	Fee Type	Rate
Monthly flat fee	Flat	\$1,200/mo
General legal services & litigation	Hourly	\$205/hr
Prosecution services	Hourly	\$180/hr
City Council meeting attendance	Flat	\$895/meeting

We have also included a copy of WHF's "Billing, Fee and Client Data Policy", which is consistent with the existing firm's policy approved by the Town.

If these terms are acceptable, please execute in the signature block provided on the following page and return a conformed copy of this letter via email to [whitt@whflegal.com](mailto:whitt@whflegal.com) with copy to [whitt@woodbanowsky.com](mailto:whitt@woodbanowsky.com).

If you have any questions in this regard, please do not hesitate to contact me.

Best regards,

WYATT HAMILTON FINDLAY, PLLC

By: \_\_\_\_\_  
Whitt Wyatt, Partner

AGREED & ACCEPTED FOR CLIENT

By: \_\_\_\_\_  
Hamid Khaleghipour  
Interim City Manager

CLIENT BILLING CONTACT:  
(if different)

Name: Bill Hawley  
Title: Director of Administrative Services  
Email: [bhawley@addisontx.gov](mailto:bhawley@addisontx.gov)

Date: November 8, 2022

Enclosure

## Billing, Fee, and Client Data Policy

Your signature to the attached Engagement Letter constitutes your acceptance of the terms and conditions of the following "Billing, Fee and Client Data Policy".

**FEES.** Unless otherwise provided in the attached Engagement Letter, our fees will be based primarily on the amount of time we spend, subject to certain adjustments. Each lawyer at WHF has an hourly billing rate, and the rate multiplied by the number of hours spent on an assignment is the initial basis for determining our fees. Various attorneys and paralegals at WHF may be involved in providing legal services to you, as well as attorneys of other firms whom we may elect to enlist to provide specialized legal expertise on an as needed basis. Client will be provided with a monthly itemized invoice for legal services. We charge for the cost of expenses, including copies, outgoing facsimile transmissions, courier service, and reimbursement for mileage at current IRS rates. We may adjust our general schedule of rates on a periodic basis.

**FEE ESTIMATES.** 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.

**WORK ASSIGNMENTS.** The lawyer with whom you deal primarily may assign responsibility for completing some of your work to other lawyers in our office or at other firms under his or her supervision. The supervising lawyer will continue to be responsible for your entire assignment, however, and will be available to discuss the use of other personnel with you.

**RESPONSES TO AUDITOR INQUIRIES.** We are frequently asked to provide information to auditing firms regarding legal matters in which we are representing you. It is our practice to respond to those inquiries with the same level of care and professionalism that we use to handle your legal work. The legal fees associated with this work may be billed separately or be included on an invoice with respect to a matter on which we are working.

**RESPONSES TO RELATED PROCEEDINGS.** You agree to pay, to the extent permitted by law, our fees, costs, and expenses incurred in connection with any inquiry, investigation, claim, action or other proceeding arising from or relating to this engagement or any other engagement we may accept from you (other than in connection with any claim, action, proceeding brought by you against us), including without limitation, compensating us in accordance with our ordinary billing practices for time spent and expenses incurred in, for example, investigating claims, collecting and providing documents and information, or appearing as a witness pursuant to a subpoena or otherwise.

**DISBURSEMENTS ON YOUR ACCOUNT.** Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services provided, as well as disbursements and other charges. These disbursements and charges include items incurred and paid by us on your behalf, such as filing fees, delivery charges, travel, and special photocopying, if necessary. Use of other service providers such as printers, experts, process servers, court reporters and witness fees will normally be forwarded to you for payment directly from such service provider. We also may include charges for the use of computerized legal research systems.

**INVOICES AND STATEMENTS.** It is our policy to invoice clients monthly for fees and out-of-pocket expenses. Each lawyer records the time required to perform services and sends out invoices at the beginning of the following month, describing services rendered and expenses incurred for the prior month. You may also receive a monthly "statement" which shows any past due invoices for any fees and expenses that remain unpaid for more than 30 days from the date of the respective invoice.

**PAYMENT.** Payment is due upon your receipt of our invoice unless special arrangements have been made in advance. Payment should be made in U.S. dollars.

Failure to pay invoices promptly may result in our withdrawal of representation of you, and any invoice balances overdue more than 60 days will begin to accrue interest at an annual rate of eight percent (8%) until paid. Any invoices overdue more than 120 days may be submitted to third party collection services in our sole discretion.

If we determine it is necessary to file an action or proceeding against you to collect any invoiced and unpaid fees and expenses, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses, and attorney's fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the attorney's fees for which you will be responsible to pay shall be calculated on any hourly basis using the applicable hourly rates for the WHF attorneys and legal assistants providing such work.

**TERMINATION.** Client may terminate the attorney-client relationship at any time and for any reason. Such a termination does not, however, absolve Client of responsibility to pay for fees and costs incurred prior to the receipt of written notice of termination.

To the extent permitted by the applicable rules of professional conduct, we reserve the right to terminate the attorney-client relationship. Similarly, and again to the extent permitted by the applicable rules of professional conduct, Client will remain liable for fees and costs incurred by us prior to our decision to withdraw.

**RETAINERS.** If we have received a retainer from you, this retainer will be held in the WHF IOLTA trust account. This retainer may be (1) applied to the final invoice, (2) used to pay current invoices, with the amount of the retainer to be replenished, and/or (3) applied to any unpaid invoice, with the amount of the retainer to be replenished.

**INFORMATION MANAGEMENT.** We routinely use Internet-based applications and media to transmit and store client documents and other information, including without limitation the use of (1) email to transmit client information and (2) remotely located, third party servers accessed via the Internet (i.e., cloud-based document applications and storage services) to store, access and manipulate client information. Such electronic transmissions and storage media are occasionally attacked by computer viruses, destructive electronic programs, or other methods. We believe these infrequent occurrences are part of the ordinary course of business. If you would prefer or require that we not use electronic communication or that we follow special instructions or encrypt e-mail or other communications, you should promptly inform us in writing of your preferences or requirements so that we can determine if we can accommodate your request.

While representing you, we likely will receive or create documents and materials that are directly and substantively related to that representation, such as correspondence, research memoranda, physical evidence, various agreements, transaction documents, and other documents and materials substantively related to the representation (collectively, "*Client Materials*"). We may maintain some or all of those Client Materials solely in electronic form, and you agree that we may do so.

We also may create and maintain our own materials pertaining to this representation, which will belong to and will be retained by us ("*Firm Materials*"). Firm Materials are prepared for our internal use and include, for example, administrative records, conflicts and new business intake materials and reports, time and billing reports, personal and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, form files (even if referred to in the course of this matter) and other materials and internal communications not directly related to the substance of the representation.

After the conclusion of the representation, upon your written request, we will send you the Client Materials at your expense. You must tell us which Client Materials you wish to receive, and you agree to cooperate with us regarding their delivery. We will send such Client Materials after we receive payment of all invoiced and unpaid fees and other charges and expenses, or as otherwise required by law. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, you agree to pay the costs of converting those documents to paper form or to any different electronic format that you request.

If you do not request the Client Materials when the Specified Matters end, we will keep them for a period of time after the conclusion of the Specified Matters. In so doing, we will follow our own records retention policy, not yours (the "*Retention Period*"). Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us.

Our policy is to retain Client Materials for the Retention Period and, thereafter to destroy such retained Client Materials, other than any originally executed client agreements or other operative client documents, if any, which originals we return to the subject client if requested in writing. You agree that we may transmit, store, manipulate, retain and dispose of your Client Materials in the manner outlined in this letter without further notice or consent by you and that any originally executed agreements and instruments of yours in our possession at the end of the Retention Period, if any, may be returned to the contact person at the address listed on the cover letter attached hereto, unless you have provided us written notification of an alternate contact person and/or address.

#### **NOTICE TO CLIENT**

Lawyers admitted to practice in Texas are subject to the Texas Lawyers' Creed, a copy of which is available at <https://txbf.org/texas-lawyers-creed/>.

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 Texas State Bar's office or general counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.