

Philip Kingston
of counsel to:
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February 2, 2023

via email: hclements@killeentexas.gov

Holli Clements
Killeen City Attorney
101 N College Street
Killeen, TX 76541

Re: *Bell County dispute*

Dear Ms. Clements:

This letter is our agreement regarding all legal services to be rendered on Killeen's ("you" and "your") behalf with regard to the above-referenced matters. The scope of the engagement is further defined as anticipated litigation and other advocacy defending your marijuana enforcement policies.

Fees and Expenses

You have chosen, and we have chosen to accept, to pay for the legal services described herein on an hourly fee basis. You agree to compensate Shiels Winnubst, PC, at the following rates for any time spent on your case.

Philip Kingston	\$450 per hour
Latrice Andrews	\$400 per hour
Paige Calabrese	\$195 per hour

"Time spent on your case" refers to any period of time in which our attention is focused on your case. This will include personal as well as telephone conferences with you or any party that needs to be consulted with regard to your case, legal research, preparation of documents and pleadings, review of documents and correspondence, drafting of letters, as well as time spent in preparation for and actual representation in a proceeding.

Our rates are subject to periodic increases. Our current billing rates are on a per hour basis with a two-tenths (2/10) hour minimum charge. We will send you monthly statements for legal

services rendered, plus any additional expenses incurred, *e.g.*, filing fees, fees for issuance and service of process, copying charges, postage, delivery fees, long distance telephone calls, necessary non-professional overtime, expert witness and consultant fees, court reporter fees and parking fees. All statements sent to you for legal services and expenses are due and payable within thirty (30) days after receipt, unless prior arrangements are made.

My firm typically requires an advance against fees, but this requirement is waived because of your relationship with Lloyd Gosselink.

Communications

If you have provided us with an address, phone number, mobile phone number and/or email address, you agree that we can communicate with you through any of the methods, though some forms of communication may be less secure than others. You are representing to us that you are permitted to receive and send confidential messages (including emails and text messages) to and from the provided contact information. You understand that standard text messages from your carrier will apply. You also agree that you have put in place reasonably necessary safeguards to protect the confidentiality of information transmitted via email. Please note that forwarding or sharing emails and/or text messages with third parties may jeopardize the attorney-client relationship. You agree to promptly notify us of any change in your contact information.

Other Obligations

You further agree to cooperate fully in the case by promptly providing requested information and maintaining communication, as well as to appear at reasonable times for consultation, depositions and hearings as we may deem necessary or as the Court may require. You also understand that the firm has made no representations concerning the successful outcome of any contested claim or negotiation or the favorable outcome of any legal action that may be filed. We have not guaranteed that it will obtain reimbursement of any of your costs and expenses incurred.

We reserve the right to terminate representation immediately, regardless of the status of representation or litigation at that time, in the event (1) any payment of fees and expenses becomes more than thirty days past due; (2) a misrepresentation on your part is discovered in connection with the representation; or (3) you or any agent of yours engages in any conduct or activities contrary to the advice of our firm, which could, in the opinion of the firm, constitute a violation of law. Of course, you may terminate the representation at any time.

You further acknowledge and agree that in accordance with *Rule 13* of the *Texas Rules of Civil Procedure* and *Section 9.001, et seq.*, of the *Texas Civil Practice & Remedies Code*, this firm will not advance any specious claims nor sign any pleadings or other instruments that to the best of our knowledge, information and belief, formed after reasonable inquiry, are groundless or brought in bad faith or for the purpose of harassment.

Notice

All lawyers in Texas have an obligation to maintain a high standard of ethical conduct toward their clients and others. To enforce this standard, the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. If you feel that misconduct may have occurred or if you have questions regarding the disciplinary process, you may call or write the State Bar of Texas, P.O. Box 12487, Austin, Texas 78711, or call the State Bar of Texas at (512) 463-1381 or 1-800-932-1900 (toll free).

This agreement is performable in Bell County, Texas, and is to be governed by Texas law. This agreement may be changed or terminated only in writing.

If this correctly sets forth our agreement, please execute a copy of this letter and return it to me at the earliest occasion.

Best regards,



Philip Kingston

AGREED TO AND ACCEPTED:

City of Killeen

Kent Cagle

Digitally signed by Kent Cagle
Date: 2023.02.08 15:57:17
+06'00'

hcc

By: Kent Cagle

Its: City Manager