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David M. Berman
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November 14, 2025

Ben Williamson
City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234-6253

Re: Legal Services as City Attorney

Dear Ben:

We are pleased to submit this Letter of Engagement to serve as the City Attorney for the City of Farmers Branch, Texas. As you know, Nichols Jackson specializes in the representation of cities, towns, and political subdivisions. While the firm's roots extend over a century, our specialized concentration in municipal law has been cultivated for more than four decades. Our clientele consists of nearly three dozen municipalities in Dallas and its surrounding counties, and includes numerous other political subdivisions that include the Dallas and Tarrant County appraisal districts, the Denton County Transportation Authority, and multiple economic development corporations.

In consideration of the employment of the firm, the City agrees to pay the firm at the rate of \$220.00 per hour for general legal services, and at the rate of \$200.00 per hour for municipal prosecutions. The City will be charged a fee equal to the number of hours worked times the hourly rate in quarter-hour increments. The firm does not charge for work performed by paralegals or support staff, and all attorneys charge time at the same rate. The charges will be invoiced to the City in monthly statements. The City agrees that in the event of any dispute of any charge in the monthly invoice, the City will endeavor to notify the firm within 30 days of its receipt of the invoice.

The City will be responsible for all items of expense associated with service as City Attorney. Such expenses may include but are not limited to the following: mileage (at the IRS rate), photocopies, certified mail expenses, travel expenses (including airfare and hotel accommodations, if any, with prior City approval), court costs and expert/consulting witness fees for litigation matters, and miscellaneous out of pocket expenses. The City agrees to pay all expert witness and consultant fees directly to the expert/consultant upon request, but City consent will first be obtained. There will be no mark-up or reimbursable fees for costs charged to the City.

This engagement will commence on the date signed below, or at such other date(s) as may be mutually agreed. All sums due to the firm shall be paid to Nichols, Jackson, Dillard, Hager & Smith, LLP, at 1800 Ross Tower, 500 N. Akard Street, Dallas, Texas 75201. The City shall make appropriate arrangements to promptly pay the firm the charges due and owing. If the City fails to pay any amount due to the firm or otherwise notify the firm of a dispute within thirty (30) days of its receipt of the firm's monthly invoice, the firm may terminate the relationship of attorney/client and withdraw as the City's attorney without further responsibility to act on the City's behalf. This agreement shall constitute Client's consent to withdrawal in the event of such failure to pay.

The firm agrees to provide legal services in connection with service as the City Attorney which, in the firm's judgment, are reasonably necessary to properly provide legal representation, and the City accepts this engagement. The firm will serve at the pleasure of the City; the City has the right to terminate the firm's services at any time. The City may also request that the firm designate an alternative primary attorney within the firm to provide legal services, and may call upon attorneys of the firm, other than the designated primary attorney, to furnish legal services. Similarly, the firm may withdraw its representation if the City fails to timely pay its invoices or in the event of conduct which, in the firm's judgment, impairs its ability to continue an effective attorney-client relationship. The firm also reserves the ability to appoint or designate other attorneys within the firm to provide all or specific categories of legal services or to provide support. The City may assign additional tasks or increase/decrease the scope of representation at its option.

The attorney designated by the firm to serve as the City's primary attorney will be David M. Berman, although other attorneys with the firm may provide legal advice and consultation for support or in designated areas (for example, Joe J. Gorfida, Jr., will be responsible for employment and HR matters).


For matters involving litigation, the attorneys will work closely with the City's designated staff, and the firm will pursue and/or defend the litigation with the advice and consent of City staff, but the firm will have final authority over tactical and strategic decisions except those involving final settlement. The City authorizes the firm to file pleadings on the City's behalf, and to take such other legal steps and procedures as may be appropriate in handling the litigation. Any amounts recovered from the opposing party for attorney's fees and costs shall be credited against the amounts owed by the City to the firm (or promptly remitted to the City if no amounts are due to the firm from the City), but only when such amounts are actually received by the firm from the opposing party.

Either party may terminate this attorney-client relationship at any time with or without cause upon 30 day's written notice, to the extent permitted by court rules or the Texas Rules of Disciplinary Conduct. In the event of termination: (1) the firm will cease all further work on the City's behalf, (2) the City will be responsible for compensating the firm for legal services to the date of termination, and (3) the firm will assist in the transition to new counsel and will provide reasonable support and assistance as may be necessary and appropriate to preserve and protect the City's interests.

Should you have any questions regarding the foregoing or if we can provide any further assistance or information, please do not hesitate to contact us. Thank you for your attention herein.

Sincerely,

NICHOLS, JACKSON, DILLARD,
HAGER & SMITH, L.L.P.

By: 
David M. Berman

DB/qe

ACCEPTED:


Ben Williamson, City Manager

Date: 11/18/2025