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October 08, 2024

ATTORNEY–CLIENT COMMUNICATION

VIA ELECTRONIC MAIL ONLY

Bill Gravell, Jr.
County Judge
Williamson County, Texas
401 W 6th Street
Georgetown, Texas 78626

Re: General retention agreement for legal services, including specific assignment for Civil Case No. 1:24-cv-01183; *Tijerina v. Rodriguez, et al.*, In the United States District Court, Western District of Texas.

Dear Judge Gravell:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP (“The Firm”) and Williamson County, Texas; 2) define the scope of the law Firm’s representation of Williamson County; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as “Engagement Letter” or the “Agreement.”

Please read the Engagement Letter with care. By executing this Engagement Letter, Williamson County is entering into a contract that is binding on both The Firm and Williamson County, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are The Firm and Williamson County. No other person or entity shall be entitled to claim an attorney client relationship with The Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

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2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between The Firm and Williamson County until an authorized representative of Williamson County have executed and returned the Agreement.

3. SCOPE OF REPRESENTATION:

The Firm will perform only those legal services Williamson County assigns to The Firm. The general scope of The Firm’s representation will be to provide advice and counsel on legal matters addressed by Williamson County, as well as representation in arbitrations and litigation as Williamson County may request in writing. Williamson County shall have no expectation The Firm will provide legal services beyond those set forth herein, unless The Firm and Williamson County amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

4. DUTIES OF CLIENT/THE CITY

Williamson County agree to provide The Firm with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time.

5. LEGAL FEES

The Firm will charge Williamson County for the services The Firm provides under the Agreement based on the amount of time The Firm devotes to the matter at the hourly rates for the particular professionals as set forth on Schedule B. The Firm bills in minimum units of 6 minutes, or .1 hour. The Firm will staff the handling of the matter with the partners, associates, paralegals and/or other personnel The Firm believes appropriate, at the rate The Firm establishes for each such timekeeper, although The Firm will discuss the staffing of any matter with Williamson County at any time and will accept Williamson County’s and its officials’ and employees’ input on staffing decisions.

6. COSTS, EXPENSES, AND OTHER CHARGES

The Firm will incur on Williamson County’s and its officials’ and employees’ behalf various costs and expenses in performing legal services under the Agreement. Williamson County agree to pay for those costs and expenses, in addition to the hourly fees. Also, it may become necessary to hire persons or entities outside The Firm, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. The Firm will select any consultants or investigators to be hired after consultation with Williamson County, and Williamson County agree to honor the terms and conditions of any agreement that The

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Firm enters into on Williamson County's and its officials' and employees' behalf, including any requirement that Williamson County pay such third parties directly for their work, with any such outside person or entity.

7. PERIODIC STATEMENTS AND BILLING TERMS

It is The Firm's practice to send periodic statements for services rendered and for costs incurred on Williamson County's and its officials' and employees' behalf during the previous month or months. The detail in the periodic statement will inform Williamson County of the nature of work and of fees and costs billed for such services.

The reduced rates The Firm provides are based upon Williamson County's and its officials' and employees' promise to promptly pay all statements, no later than 30 days after receipt. Delays in payment may cause Williamson County to lose this preferred rate structure.

The Firm does its best to see that its clients are satisfied not only with The Firm services, but also with the reasonableness of the fees and costs. Therefore, while The Firm urges Williamson County to raise any question about or objection to a fee statement, Williamson County should do so promptly, in writing, within thirty (30) days receipt of the invoice. If the timely objects in writing to a portion of a statement, Williamson County will pay the remainder of the statement which is not in dispute. The Firm agrees to accept such partial payment without claiming Williamson County have waived their right to contest the unpaid portion of the bill. Failure to pay the undisputed amount of any invoice in full promptly shall constitute grounds for termination of this Engagement Letter and withdrawal of The Firm from representation, as more fully discussed in Paragraph 11 ahead. Unpaid, uncontested statements may be subject to an interest charge, may subject Williamson County payment of our attorney's fees and costs to collect, and may lead to our withdrawal from Williamson County's and its officials' and employees' representation.

8. WAIVER OF GOVERNMENTAL IMMUNITY

To the extent necessary to allow The Firm to collect on its statements, including any interest and/or attorney's fees and costs related to such collection efforts, Williamson County waive any claim of immunity from suit and/or immunity from liability that might otherwise apply to a claim for collection of a sworn account, quantum meruit, or breach of contract and Williamson County further consent to all remedies that may be available under Texas law including reasonable and necessary attorney's fees related to any collection efforts The Firm reasonably incurs.

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9. TERMINATION OF THE FIRM BY WILLIAMSON COUNTY

Williamson County have the right to terminate this Engagement Letter and discharge The Firm at any time. However, to be effective, termination or discharge of The Firm must be in writing. In such event, Williamson County authorize The Firm to make and retain a duplicate of any file materials The Firm may have.

Williamson County shall bear all reasonable costs of transferring the new matter to counsel chosen by it.

The attorney client relationship between The Firm and Williamson County shall end upon discharge of The Firm by Williamson County pursuant to this paragraph. However, such discharge shall not relieve Williamson County of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required, in The Firm' sole discretion, to protect Williamson County's and its officials' and employees' interests, including those incurred prior to a court order substituting new counsel or permitting withdrawal of The Firm from any litigation.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be, in the exercise of its discretion, permitted to withdraw from representation whenever required or not prohibited from doing so by law or court order. In addition, The Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of Williamson County.

11. DOCUMENT STORAGE POLICY

On termination of a matter, The Firm will maintain file documents for 5 years, or any alternate period as determined by Texas law. Upon termination of any matter, Williamson County have the right to take possession of the file. If Williamson County choose to take possession of the file materials, The Firm may copy all or any part of the file as Williamson County may direct, at Williamson County's and its officials' and employees' cost.

12. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed and is intended to be performed in the state of Texas, subject to its laws, regardless of whether services are rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the state of Texas. The venue for the judicial resolution of such dispute shall be proper only within the state of Texas.

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13. NO PROMISES OR GUARANTEES

Williamson County understand that The Firm has made no representation or guarantee concerning the outcome of any matter on which we may work on behalf of Williamson County.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

While The Firm may, with prior written authorization notice to the client, change the rates on Schedule B, no change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by The Firm and Williamson County with express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between The Firm and Williamson County.

16. TEXAS STATE BAR STATEMENT

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 Office of General Counsel will provide Williamson County with information about how to file complaint. For more information, please call 1-800-932-1900. This is a toll-free call.

17. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by The Firm or Williamson County shall be effective as original signatures.

Thank you for choosing Lewis Brisbois Bisgaard & Smith LLP as counsel for Williamson County. We look forward to working with Williamson County and thank you once again for the opportunity to serve Williamson County.

Accepted and agreed to on behalf of Williamson County:

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Bill Gravell, Williamson County Judge

Dated: October , 2024

Best regards,

Norman Ray Giles

Norman Ray Giles of
LEWIS BRISBOIS BISGAARD &
SMITH LLP

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SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Williamson County

Matter: *Tijerina v. Rodriguez, et al.*

B. Hourly rates for legal personnel

\$425	Bill Helfand
\$415	Norman Giles
\$365	Other Partners
\$295	Associates
\$215	Paralegals
\$205	Law Clerks

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Williamson County's and its officials' and employees' behalf may include but are not limited to:

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants, or investigators	At cost

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Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines
Messenger and other delivery fees	At cost
Photocopying & other reproduction costs:	In-house \$0.10 per page Outside service-At cost
After hours building services (At cost when dictated by special client need)	