



KILLEN, GRIFFIN  
& FARRIMOND  
ATTORNEYS AT LAW

ROB KILLEN  
JAMES B. GRIFFIN  
ASHLEY FARRIMOND

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**Rob Killen**  
[rob@kgftx.com](mailto:rob@kgftx.com)  
(210) 960-2750

February 24, 2021

Judge Bill Gravell,  
c/o Hal Hawes  
Williamson County Commissioners Court  
710 Main Street, Suite 200  
Georgetown, Texas 78626

VIA E-MAIL [hhawes@wilco.org](mailto:hhawes@wilco.org)

RE: Land Use Issues Related to the Purchase of Property in Williamson County by the  
City of Austin for the Purpose of Operating a Homeless Shelter

Dear Judge Gravell:

We are complimented that Williamson County (as "Client") has asked this Firm to represent you as your legal counsel in connection with the City of Austin's purchase of property located within Williamson County for purposes of operating temporary or permanent housing of homeless individuals, and to assist Williamson County in availing itself of any and all legal remedies in relation to such matter.

It is our intention to give your legal affairs prompt and careful attention, and to keep you informed of the progress of this matter. If we ever fail to keep you informed, or if you are interested in knowing the status of this matter, we invite your immediate inquiry. You will receive copies of all correspondence, memoranda and other documents relating to the services we perform for you and we ask that you keep these in your permanent files.

Subject to your approval of the terms outlined below, this letter will constitute our acceptance of employment by you to perform legal services for you in connection with the above referenced matter (the "Agreement"). Although we will endeavor to achieve a result in this matter that is satisfactory to you, it is understood that we make no promises or guarantees concerning the outcome and cannot do so.

***Fees for Services***

Our fees are not contingent on any specific outcome of our representation of the Client. Our fees for professional services rendered are presently billed at an hourly rate of \$400.00 for Rob Killen, \$325.00 for James Griffin, and \$325.00 for Ashley Farrimond. Support staff including associates, legal assistants, project managers, and law clerks bill out at \$50.00 to \$250.00 per hour. Support staff members that may work on this matter include Christina Ketabchi at \$175.00 per hour, Sean Bourg at \$150.00 per hour and Delaney Honaker at \$125.00 per hour. We review these

hourly rates periodically and may adjust them. We will utilize our support staff to perform certain functions, including, but not being limited to, delivery of documents, filing documents and specific research. The hourly calculation is made based upon the time spent in performing these services, including telephone and office conferences, preparation of correspondence and any other services necessary for handling your needs.

You will receive a monthly statement reflecting amounts due and owing to the Firm in connection with our representation of you. In accordance with Chapter 2251 of the Texas Government Code ("Prompt Payment Act"), payment in full of such amounts due and owing is required to be made by the 31<sup>st</sup> day after the date the Williamson County Auditor receives the statement for the services. If payment of the monthly charges is not received by the due date, we reserve the right, at our option, not to take further action in connection with such representation until the account is brought current.

In the event that your account becomes delinquent, it is understood that the Firm may, upon written notice to you, discontinue work on your file or files until your account is brought current. It is expressly understood that the Firm shall not be liable for any adverse result or damages associated with discontinuing work on a delinquent account.

### ***Expenses***

Full reimbursement will be required for all out of pocket expenses incurred by the Firm, including, but not limited to the following:

- a. Courier service by outside vendors;
- b. Overnight delivery services (i.e., Federal Express, Lone Star, UPS, etc.);
- c. Photocopy charges;
- d. Out-of-town travel expenses, if any;
- e. Local or state filing fees (including City filing and recording fees);
- f. Any third party fees (architects, engineers, photographers, consultants, etc.); and
- g. Fees charged by third parties (i.e. Westlaw) for electronic legal research.

We may, at our option, advance on your behalf, certain expenses such as nominal and customary costs for expenses such as filing fees, if any.

### ***Termination or Modification***

Either party may terminate or modify this relationship and Agreement at any time. Such termination or modification shall not affect your responsibility for payment of fees incurred prior to the date of such change. Terminations shall require written notice and modifications are to be made in writing and executed by the person against whom the change is to be enforced. Notwithstanding the foregoing, in the event of a breach of contract, either party may terminate for cause. As stated above, we may have to withdraw from our representation based on a failure to honor the terms of this engagement letter, including, but not limited to, timely payment of fees. Any controversy or claim arising out of or relating to this Agreement, its breach or termination, if not first settled by agreement through negotiation or mediation, will be submitted to arbitration

under the American Arbitration Association, Commercial Arbitration Rules through the Texas Regional Office, or by the Texas/San Antonio Bar Association. The venue of any such arbitration hearing will be in San Antonio, Bexar County, Texas.

### ***Client Documents***


We will maintain all documents you furnish to us in our client files for this matter. At the conclusion of this matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule currently in effect.

Finally, you should know that 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 you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free call.

We appreciate the confidence you have shown in this Firm by retaining us on this matter. If these terms of engagement are acceptable to you, please execute this letter and return it to this office. Please do not hesitate to contact us should there be any questions concerning any of the provisions contained in this letter.

Sincerely,

KILLEN, GRIFFIN & FARRIMOND, PLLC

BY:  \_\_\_\_\_  
Rob Killen

**ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**The undersigned hereby accepts the terms of this Agreement, represent that they are authorized to sign this Agreement, and individually agree to guarantee payment of the fees and expenses outlined above.**

By: \_\_\_\_\_

Name: \_\_\_\_\_