

HUSCH BLACKWELL

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September 6, 2022

VIA E-MAIL hhawes@wilco.org

Williamson County, Texas
c/o Hal C. Hawes, General Counsel
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Agreement for Legal Services

Dear Mr. Hawes:

Thank you for asking Husch Blackwell to represent Williamson County, Texas (“County”).

Client and Scope of Representation. Our client for this engagement will be the County. It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to the County, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole client for this engagement shall be the County. We will not consider entities affiliated with the County, other than the governmental departments that serve the County, as our clients for the purpose of checking future conflicts of interest.

We are being retained to represent the County in connection with an emergency medical services billing contract issue. In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal documents related to or that might have a bearing on that matter.

HUSCH BLACKWELL

Hal C. Hawes, General Counsel
Williamson County, Texas
September 6, 2022
Page 2

Conflicts. As we have discussed, Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to County during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation of County. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to County, including litigation.

As we have discussed, other lawyers at Husch Blackwell currently represent clients adverse to Williamson County, Texas. The firm is adverse to the County of Williamson, Texas in the Grand Avenue Parkway matter for the firm's existing client, The NRP Group. This is an unrelated real estate and development-zoning/land use matter. In addition, the firm is adverse to County of Williamson, Texas in a Claims Administration matter for the firm's existing client, CBL & Associates Management, Inc. This is an unrelated commercial litigation matter.

Under ethical rules, this creates a conflict of interest, and we therefore need to obtain your consent. In cases where a firm represents a client's adverse party, the client could be concerned that the firm's commitment, loyalty or duty of confidentiality could be impaired by the relationship with the adversary. We assure you that we will not allow this to occur, and we would not request this waiver unless we were confident that the conflict would not compromise our representation of either client.

It is entirely up to you whether to waive this conflict or not. If you do not choose to do so, we will be unable to represent you in this matter. If you do choose to waive this conflict, we do not believe there is any material risk that our representation of you would be adversely affected, since the EMS billing contract issue matter is unrelated to the work we do for The NRP Group and/or CBL & Associates Management, Inc., and therefore any confidential information we obtain from County about the matter is unlikely to be relevant to the firm's work for The NRP Group and/or CBL & Associates Management, Inc.; and since I do not represent The NRP Group and/or CBL & Associates Management, Inc., personally, so my personal loyalties to County will be

HUSCH BLACKWELL

Hal C. Hawes, General Counsel
Williamson County, Texas
September 6, 2022
Page 3

undivided. We will represent County diligently in this matter, and we will not share any of County's confidential information relating to this matter with The NRP Group and/or CBL & Associates Management, Inc.

Please confirm by signing below that County consents to this conflict and agrees to the firm's representation in the EMS billing contract issue matter at the same time that other firm attorneys represent your adverse party, The NRP Group and/or CBL & Associates Management, Inc., in unrelated matters.

Consultation With Counsel. You have the right to consult with independent counsel, at your expense, about the matters contained in this letter. If you have any questions or concerns we encourage you to consult such counsel.

Fees and Expenses. Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. The current *discounted* rates for the professionals working on this matter are: James McClendon/Partners, \$550; Associates, \$450; and Paralegals, \$250. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial. Pricing for this work is set forth in the attached schedule.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. We will generally not pay the fees and expenses of other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the

HUSCH BLACKWELL

Hal C. Hawes, General Counsel
Williamson County, Texas
September 6, 2022
Page 4

invoice and find it acceptable. Invoices not paid within thirty days of the invoice date will be subject to a late charge allowed by Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

Deposit. It is our standard practice to require an advance deposit from a new client and for each new significant matter. In connection with this engagement, we are waiving the deposit at this time, however, the deposit requirement will be revisited should this matter require litigation. You have agreed to pay our monthly invoices on a current basis, any deposit shall be applied to the outstanding balance upon the conclusion of our representation or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the representation.

Communications. We understand that we are to report to and take direction from Hal C. Hawes, General Counsel for the Williamson County Commissioners Court, for this engagement. If you should prefer that we report to some other person, please let us know. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

Marketing Materials. Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be

HUSCH BLACKWELL

Hal C. Hawes, General Counsel
Williamson County, Texas
September 6, 2022
Page 5

at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

Our Professional Responsibility. The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our clients written notice as soon as practicable.

Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

Limited Liability Partnership. Husch Blackwell LLP is organized as a limited liability partnership. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

Conclusion of Representation. Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

HUSCH BLACKWELL

Hal C. Hawes, General Counsel
Williamson County, Texas
September 6, 2022
Page 6

Thank you again for selecting us for this engagement. We look forward to working with you.

Very truly yours,
HUSCH BLACKWELL LLP

JKM/sop
HB EGL v2022.06.01

By:



JAMES K. MCCLENDON
Partner

Attachment

AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Dated: _____

THE TEXAS LAWYER'S CREED -- A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason that it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective

and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare

documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith

effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. **LAWYER AND JUDGE.** Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in, controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

**SCHEDULE OF CHARGES
FOR
LITIGATION TECHNOLOGY SERVICES
Effective March 1, 2022**

**(Rates subject to periodic adjustment.
Adjusted rates apply to services provided subsequently.)**

This schedule identifies charges that will be incurred and appear on your invoice when Litigation Technology is engaged to provide services on your matter.

Litigation Technology charges for its services via a monthly fee.

Monthly Fee

0 to 5 GB	\$550.00 per month
5.01 to 10 GB	\$950.00 per month
For each additional GB	
10.01 to 100 GB	\$45.00 per GB\Month
100.01 to 200 GB	\$20.00 per GB\Month
200.01 and up	\$10.00 per GB\Month

SERVICES INCLUDED IN MONTHLY FEE

The above listed pricing includes all of the following services when electronic data is processed for inclusion into a Relativity database (our document review and production software):

- Up to 100 compressed GB of data processing using Nuix early case assessment software
- Loading of data and updates to Relativity document review database
- Hosting of internal Relativity document review database
- Electronic document productions
- OCR processing
- Electronic bates numbering
- Format conversions
- Media services
- Hourly time by Litigation Technology professionals

HOW THE MONTHLY FEE IS CALCULATED

Monthly fee pricing is based on a flat rate of \$550.00 per month for matters under 5 GB and at the rate of \$950.00 per month for matters between 5.01 and 10 GB.

For matters over 10 GB, pricing is based on a graduated scale.

For example: A matter with 12 GB would be billed at a rate of \$950.00 for the first 10 GB of data and then \$45.00 per GB for the additional 2 GB, for a total of \$1,040.00 per month. The monthly fee will be billed on the last business day of each month that the database resided in the HB Relativity system at any time during the month. Fees are billed on a monthly basis and are not prorated.

SERVICES NOT INCLUDED IN MONTHLY FEE

Fees not included in the monthly fee pricing are as follows. Please note that these services are not necessarily required in every matter:

Electronic discovery data processing using Nuix early case assessment software for data sizes over 100 compressed GB or data processing for early case assessment as an ad hoc service (i.e., processing/early case assessment not intended for a Relativity database):

\$100.00 per compressed GB (minimum charge \$100.00)

Relativity outside user access: \$83.00 per user per month

Collection of source data: Hourly rates will apply.

GLOSSARY OF TERMS

Electronic discovery data processing and/or Early Case Assessment in Nuix: ECA
processing is a necessary step to cull data prior to loading into Relativity for document review. Deduplication and search terms can be applied. Documents can be tagged for import into Relativity. This includes setup, processing time and quality control.

Relativity outside user access: For any non-HB personnel needing access to a Relativity database.

Loading and update to document review database: This includes standard manipulation of load files including modifying directory paths within the load file. It includes copy time to the network, any definition of fields in the database, the actual load into the database and quality control.

Electronic Document Productions: An electronic document production is the electronic version of producing documents in paper format. This includes setup time in the database, bates numbering, computer processing time, accompanying load files and quality control.

OCR Processing: Optical character recognition is the text extraction or rendering of a document image to text format. OCR allows for scanned documents or image based electronic documents to be searched through common review databases. This includes setup, processing time and quality control.

Electronic Bates Numbering: Electronic bates labeling is the electronic marking of bates numbers, prefix, and other designations on various electronic file types. This fee includes setup, computer processing time and quality control.

Format Conversion (Example TIF to PDF): This includes setup, processing time and quality control.

Media Services-

Flash Drive 8 Gigabyte:	\$10 per Drive
Flash Drive 32 Gigabyte:	\$15 per Drive
Flash Drive 64 Gigabyte	\$20 per Drive
Flash Drive 128 Gigabyte	\$30 per Drive
Flash Drive 256 Gigabyte	\$50 per Drive
External Hard Drive 1 Terabyte	\$75 per Drive

External Hard Drive 2 Terabyte

\$95 per Drive

CIRCUMSTANCES REQUIRING OUTSOURCING

Occasionally, we may outsource our services based on deadlines and resources available. The actual vendor costs for outsourced services will be passed directly to you, with no cost increase or markup.

Additionally, when providing eDiscovery expertise and Litigation Technology services on your matter, the firm's eDiscovery team (Husch Blackwell eDiscovery Solutions "HBES") may engage its preferred vendor at its discretion to assist with Relativity Analytics consulting, if needed to benefit your case. The cost associated with this work will be included on your invoice from Husch Blackwell. HBES may also engage a combination of in-house, as well as outsourced document review attorneys from its preferred vendor, at its discretion on your matter, based on what best serves the needs of the case and budget. The costs associated with outsourced document review will be included on your invoice from Husch Blackwell.