



MULLEN
COUGHLIN^{LLC}
ATTORNEYS AT LAW

John F. Mullen
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Email: jmullen@mullen.law

426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

November 17, 2022

VIA ELECTRONIC MAIL

Richard Semple
IT Manager
Williamson County, TX
100 Wilco Way, Ste. HR101
Georgetown, TX 78628
E-mail: rsemple@wilco.org

Re: Williamson County, TX - Engagement

Dear Richard Semple:

Thank you for your interest in retaining Mullen Coughlin LLC as your attorneys. The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Mullen Coughlin LLC (“Mullen Coughlin” or “the Firm”) and Williamson County, TX (“You”); 2) define the scope of the Firm’s representation of You; 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.”

The Insurance Policy provided through Travelers provides that, among other things, You may be responsible for a Self-Insured Retention (“SIR”).

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

1. **PARTIES TO ENGAGEMENT LETTER**

The parties to the Agreement are Mullen Coughlin and You. 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.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

The information that was shared with us during our initial period of consultation with You was shared within a representation limited to the topics necessary to be explored up to this point. That attorney-client relationship was finite. It will not continue to exist, and Mullen Coughlin will not be obligated to provide legal services described in Schedule A, until You have returned a signed copy of this Agreement and paid any initial retainer called for under Section 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

Mullen Coughlin will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You agree that you have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless Mullen Coughlin and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

You are generally required by law to retain documents, including electronically stored information (“ESI”), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for, or the Firm’s right to, receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide Mullen Coughlin with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. These rates were previously agreed to for work under your insurance policy with Travelers. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to Your consent, which shall not be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time and consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside Mullen Coughlin, including but not limited to consultants, forensics and other experts, investigators, or other professional service providers. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement with any such outside person or entity that we enter into on Your behalf and with your consent.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claims, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Section 10.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

We are not requesting any retainer at this time, but we reserve the right, within the bounds of our ethical and legal duties, to cease work and request a retainer at any time for reasons such as, but not limited to, failure to pay Firm invoices and exhaustion of insurance policy limits.

The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to deliver or restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Section 10.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement. In the event that our representation of You encompasses litigation, we reserve the right to increase the retainer, based on estimated time and costs, in the event that we must engage in trial preparation or trial.

9. TERMINATION OF THE FIRM BY YOU

You shall 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, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney/client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You 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's sole discretion to protect Your interests prior to the discharge or in the event of litigation, until a court order is entered permitting the Firm to withdraw.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to Mullen Coughlin regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by the Commonwealth of Pennsylvania. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

12. NO PROMISES OR GUARANTEES

You understand that Mullen Coughlin has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

13. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Mullen Coughlin 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

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making 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 You.

16. COUNTERPARTS AND FACSIMILES EFFECTIVE

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

Thank You for choosing Mullen Coughlin as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: November 21, 2022

Accepted and agreed to:

By: 
Bill Gravell (Nov 21, 2022 16:46 CST)

Name: Bill Gravell, Jr

Title: County Judge

Company: Williamson County

Address: 710 S. Main Street

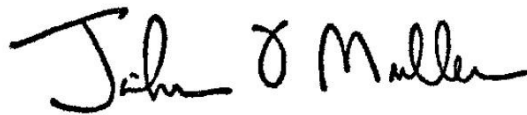
Georgetown, TX 78626

Phone: 512-943-1550

Fax: _____

E-mail: _____

Very truly yours,



John F. Mullen of
MULLEN COUGHLIN LLC

JFM:aml

SCHEDULE "A":

SCOPE OF REPRESENTATION

Williamson County, TX

Investigate, provide legal advice and otherwise assist with response to potential data security incidents.

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Williamson County, TX

Matter: Williamson County, TX — Privacy Event

B. Hourly rates for legal personnel

\$325 Partner

\$325 Associate

\$135 Paralegal

C. Standard charges

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

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Travel expenses including e.g., lodging, airfare, taxis, public transportation, car rental, parking and meals	At cost
Deposition costs	At cost
Postage, messenger and other delivery fees	At cost
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines
Photocopying and other reproduction costs	In-house - \$0.10 per page Outside service - At cost
After hours building services (when dictated)	At cost by special client need