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January 16, 2023

Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Engagement Agreement

Dear Hal:

Please know that I am extremely proud to have professionally worked with Williamson County since 1998 – 25 years. It's been an honor to advise and defend the County, its elected officials and employees in so many important matters over the years. As I mentioned, our firm has not raised or adjusted our rate for the County since 2005. However, since that time our cost of operations in central Texas have more than doubled. I very much appreciate the County's consideration in updating our fee arrangement. We look forward to continuing to provide the County with the best possible legal representation and counsel.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will continue to provide legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Services

We have been asked to provide ongoing general labor and employment legal advice, compliance guidance, training, and related consultations for the County. While this letter is intended to address the legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of our representation.

Staffing

I will be the attorney primarily responsible for the representation. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. My direct telephone number is 512.334.2247, and our main line is 512.328.1540.

We intend to provide quality legal services in an efficient and economical manner. This necessitates involving other Firm attorneys with the requisite expertise, and paralegals, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.



Responsibilities

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments on those matters, and respond to your inquiries. You agree to be reasonably available and to cooperate with us regarding the handling of these matters.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. No guarantees are possible in matters such as this.

Fees, Disbursements, and Other Charges

Our fees will be based on the amount of time spent by attorneys and paralegals on your matter. Each lawyer and paralegal have an hourly billing rate based generally on his or her experience and any special expertise. The rate multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorneys as the basis for determining the fee.

I will be the primary attorney working with you. My discounted billing rate for the County is \$435 per hour (currently \$475 to \$495/hr.). At times I may utilize other attorneys in our office when cost or time effective. Our associate and senior attorney rates range between \$275 and \$325 per hour, and our paralegal rates range between \$100 and \$150 per hour, depending on the level of experience and nature of work. Our rates are adjusted from time to time generally to reflect increased experience and special expertise of the attorneys and paralegals and inflationary cost increases affecting our practice, and the adjusted rates will apply to all services performed thereafter.

In addition to our fees, you will be responsible to pay all third-party costs and expenses incurred by the Firm in connection with its representation including, without limitation, filing fees, fees of third-party consultants or other experts, expenses of delivery, copying and similar service. If requested by the Firm, you will pay directly to vendors their normal costs and expenses incurred on your behalf. In the event you require that we utilize a specific vendor, you will make payments direct to such vendor. We will charge you for expenses reasonably incurred in connection with this matter for services performed in-house, such as photocopying, special deliveries, and other similar services.

Each month we will furnish you with a statement describing our services rendered and separately showing disbursements and other charges in a format and with such detail as you and we may agree. If separate accounts or sub-matters are needed for billing different divisions or subsidiaries, please let me know. There often is an unavoidable delay in reporting disbursements and other charges, and



therefore not all disbursements and charges may be billed at the same time as the related legal services. You agree to pay invoices within 30 days of receipt of such invoices.

Deposit

We have not required a deposit or retainer at this time. In the event the firm is asked to undertake more significant projects or representation in litigation, we may require a retainer at that time, to be mutually agreed between us.

Client Contact

You will be the primary contact for this engagement, and the Firm will act pursuant to instructions received from you.

Document Retention

We will retain all original documents furnished to us by you in our client files. At the conclusion of this matter, it will be your obligation to advise us which, if any, of the original documents in our files are to be returned to you. Non-original documents are generally stored electronically at our firm, and we may or not keep hard copies of non-original documents. We may keep hard or electronic copies for our records to the extent we deem advisable. Any documents we retain with remain in our files for a limited period of time and ultimately will destroy them in accordance with our retention program then in effect. Please note that the Firm's work product is the property of the Firm.

Conflicts of Interest

As of the date of this letter, the Firm has conducted a search of its other client relationships in order to determine whether this representation would create a conflict of interest in connection with any other attorney-client relationships of the Firm. Notwithstanding that fact, issues involving the legal affairs of other Firm clients, while not perceived to be present now, could arise such that the interests of other Firm clients and you may become adverse at a future date. In the event this occurs, the Firm could not represent you in a matter adverse to another Firm client, and you would be required to retain new counsel to represent its interests in such matter. In such event, the Firm will spend sufficient time with replacement counsel to educate them in relation to the status of the engagement, to the extent of the Firm's involvement, at no cost or expense to you.

Dispute Resolution and Binding Arbitration

This engagement letter, and the relationship between you and this Firm (including any dispute), shall be governed by the laws of the State of Texas. At either party's request, any and all disputes arising under or relating to this contract or the engagement and legal services to be rendered, including, but not limited to, fee disputes, legal malpractice claims, claims of fraud, constructive fraud, breach of fiduciary



duties, breach of contract, deceptive trade practice, or any others, will be submitted to binding arbitration in Travis County, Texas. Both the Firm and you agree to this exclusive remedy, and to be bound by the results of arbitration. You understand that you have the right to consult independent counsel regarding this provision, and any or all other provisions of this Agreement. The Firm and you are both waiving and relinquishing our right to a jury trial in any and all disputes between us.

Complaints to State Bar

The State Bar of Texas requires we advise you as follows:

“The State Bar 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, you may call 1-800-932-1900. This is a toll-free call.”

If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing a copy in the space provided below and return it to me. Upon acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf. If this letter is not signed and returned, you will be obligated to pay us the reasonable value of any services we may have performed on your behalf.

We are pleased to have this opportunity to be of service and to work with you.

Sincerely,
S/Steven Mierl

Steven Mierl
Partner

I read and understand the terms and conditions set forth in this letter and agree to them:

Signature: _____

Printed Name: _____

Date: _____

