



McELROY,
SULLIVAN,
MILLER &
WEBER, L.L.P.

4330 Gaines Ranch Loop, Suite 200, Austin, TX 78735 | www.msmtx.com

MAILING ADDRESS: P.O. Box 12127, Austin, TX 78711 | T. 512.327.8111 F. 512.350.2681

August 24, 2023

Via Email: hhawes@wilco.org

Hal Hawes

General Counsel

Williamson County Commissioners Court

(512) 943-3862

401 W. 6th Street

Georgetown, TX 78626

Re: Engagement Letter for legal services.

Dear Mr. Hawes:

You have asked McElroy, Sullivan, Miller & Weber, L.L.P. (“MSMW” or “the Firm”) to represent Williamson County. This letter will set forth the specific terms of our engagement for representation. If you have any questions about matters addressed in this letter, please do not hesitate to call me.

Client

Until instructed otherwise, MSMW’s client will be Williamson County (referred to as “Client”). All communications between Client and the Firm shall be confidential and privileged attorney-client communications. Client will be responsible for payment of legal fees accrued pursuant to this engagement letter and the Scope of Work described below.

Scope of Work

Client has requested MSMW to represent Client in Legal matters relating to the Williamson County Landfill, representation before the Texas Commission on Environmental Quality and other legal services assigned or requested by Williamson County, only if the scope of which is agreed to by MSMW and confirmed by the Williamson County Commissioners Court or its Office of General Counsel in writing at the time of assignment. MSMW’s representation shall be limited to this Scope of Work and shall not extend to other matters unless agreed in writing by MSMW and Client. MSMW’s representation will be limited to providing legal services and will not include accounting, engineering, financial, management or other non-legal services.

Personnel

I will be primarily responsible for the Scope of Work, but other MSMW attorneys or staff may also participate on an as-needed basis.

Fees

Fees for MSMW attorneys and staff are listed on Attachment A. These fees, including fees charged by the undersigned, may be increased from time to time during the pendency of MSMW's representation of Client. In such event, the Client will be notified in advance of the proposed fee increase.

Other Charges, Fees, and Expenses

All other charges, fees, and expenses incurred by MSMW in connection with our representation of Client will be billed to Client as a separate item on Client's statement. Examples of such other charges, fees and expenses include, but are not limited to court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consulting expert fees, and other similar charges, fees, and expenses. Charges, fees, and expenses smaller than \$250 will be itemized on Client's statement. For all Charges, fees, and expenses in excess of \$250, MSMW may wish to transmit invoices reflecting said charges to Client to be paid directly.

Results

Any views or opinions expressed by MSMW or its attorneys about the likely outcome are only expressions of judgment. MSMW and its attorneys do not make representations or guarantees to client as to the probability of ultimate success or any particular result.

Records

MSMW will retain copies of all documents related to matters upon which the Client have retained MSMW for a period of two (2) years after the matter is closed. At the end of that period, our files will be destroyed unless the Client request that copies of the documents be returned to Client at Client's expense.

Billing Practices and Payment

MSMW bills monthly and payment is due within thirty (30) days of the date of the billing statement. Our billing statements reflect charges for items such as messenger and special delivery services, computerized legal and other research, travel expenses, filing fees and recording fees, and any other costs incurred by the Firm in handling the Scope of Work.

Termination

Client may terminate MSMW's employment at any time by notifying the undersigned. MSMW will withdraw from its representation of the Client by notifying the Client in writing. In any case, our withdrawal will be made subject to applicable ethical requirements and any required agency or court approval. Upon termination of our representation, the Client shall remain obligated to pay MSMW for all services rendered and expenses incurred through the date of termination.

If you agree with the foregoing, please execute, and return this letter to me. We appreciate your confidence in MSMW and look forward to working with you.

Sincerely,

/s/ Adam M. Friedman

Adam M. Friedman,
for the firm.
Partner

AGREED:

Bill Gravell, Jr.
Williamson County Commissioners Judge
For Williamson County, Texas

_____, 20____
Date

EXHIBIT A

MCELROY, SULLIVAN, MILLER & WEBER, L.L.P.

Effective July 1st, 2023

Brian R. Sullivan	Partner Emeritus	\$500/hr
Thomas M. Weber	Partner	\$500/hr
John M. Quinlan	Partner	\$485/hr
Paul R. Tough	Partner	\$450/hr
Kelli T. Kenney	Partner	\$435/hr
Adam M. Friedman	Partner	\$435/hr
William B. Hayenga, II	Partner	\$425/hr
Eno E. Peters	Partner	\$375/hr

Jessica H. Mendoza	Associate	\$360/hr
Hailey N. Culhane	Associate	\$330/hr
Hang K. Dinh	Associate	\$345/hr
Larry W. Hargrave	Associate	\$345/hr

Brent W. Ryan	Of Counsel	\$425/hr
---------------	------------	----------

Law Clerks	Law Clerks	\$125-\$150/hr
------------	------------	----------------

Michael A. Paluso	Paralegal	\$240/hr
Krystal E. Schmidt	Paralegal	\$240/hr
Quincy A. Smith	Paralegal	\$205/hr
Jeana A. Matetzschk	Legal Assistant	\$125/hr
Nancy D. Fowler	Legal Assistant	\$125/hr