

LEGAL SERVICES CONTRACT FOR DISTRICT COURTS

This Legal Services Contract for Williamson District Courts (“Contract”) is made by and between the parties identified below for the purposes of providing legal services to the District Courts of Williamson County, Texas.

NOW THEREFORE, the Parties agree as follows:

- 1. Parties.** The Parties are the County and Attorney.
- 2. County** shall mean Williamson County, Texas, acting by and through its duly elected County Judge and Commissioners Court.
- 3. District Courts** shall mean and include the Williamson County District Courts.
- 4. Attorney** shall mean **Elizabeth Branch**.
- 5. Term.** The term of this contract shall be for 12 months beginning on **October 1, 2026**, and ending on **September 30, 2027**, unless sooner terminated as set forth herein.
- 6. Fee, Expenses and Not-to-Exceed Amount.** County agrees to pay Attorney **\$150.00** per hour for performance of the legal services described herein. In addition to the hourly legal fees, copying charges and third-party expenses paid or incurred by the Attorney in the performance of legal services for the County will be invoiced without markup to the County and must comply with the Williamson County Vendor Reimbursement Policy, as amended.

The total amount of fees and expenses under this Contract shall not exceed **\$10,000.00** during the Term without express approval by the Williamson County Commissioners Court.

- 7. Scope of Legal Services.** At the request of the presiding judge of a District Court, Attorney shall provide the following scope of legal services:

Civil Courts including Family Courts

- Conduct legal research on petitions seeking extraordinary remedies, such as writ of habeas corpus, mandamus, or certiorari;
- Review civil complaints filed by inmates, conduct legal research;
- Conduct legal research as requested;
- Review/draft proposed orders and findings of fact and conclusions of law as required;

- Review motions submitted by the parties, perform legal research on legal issues/arguments presented by the parties, brief judges on proposed motions/orders and assist with preparation of jury charges.

It is understood and agreed that all legal services performed for a judge of a District Court under this Contract shall be submitted to the judge for his or her review and consideration; and such services shall not supplant, conflict or interfere with such judge's absolute judicial discretion, opinions or decisions.

8. Attorney Qualifications. By signing this Contract, Attorney represents to the County that he or she meets the following minimum qualifications:

- A. Maintains the minimum qualifications to practice law in the State of Texas and will immediately inform the District Courts and the County of any change in status with the State Bar of Texas;
- B. Is familiar with the Texas Family Code, the Texas Rules of Evidence, Texas Civil Codes, Texas Rules of Civil Procedure, Texas Disciplinary Rules of Professional Conduct, Texas case law and the local rules of practice for the District Courts of Williamson County, Texas;
- C. Has a history providing effective assistance of counsel and quality legal representation;
- D. Consistently demonstrates professionalism, proficiency and reliability in representing clients, and in dealing with the Texas courts and opposing attorneys;
- E. Is of sound mind, as well as good moral and ethical character; and
- F. Has not been sanctioned by a court for any type of unprofessional conduct or abusive conduct; and
- G. Maintains a principal office in Travis County (A principal office is the commercial location where the attorney conducts the majority of his or her practice and does not include a post office address).

9. Independent Contractor. The Parties acknowledge that Attorney is a skilled professional who will be rendering professional services pursuant to this Contract. Attorney will use Attorney's professional judgment and expertise to accomplish the details of Attorney's work hereunder. Attorney is, and shall for all purposes be considered, an independent contractor, and nothing in this Contract shall be deemed to create or imply an agency or employment relationship between Attorney and the County. In this respect, Attorney acknowledges and agrees that Attorney shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, Attorney acknowledges and agrees that Attorney will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

10. Standard of Performance. Attorney shall provide the legal services hereunder in accordance with the following minimum standards of performance:

- A. Provide quality, effective and competent legal representation to the District Courts in a professional, skilled manner consistent with the attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and all applicable laws;
- B. Attorney shall not accept any payments or gifts of any kind from any third-party for legal services provided to a District Court under this Contract;

- C. Except when required by the Texas Disciplinary Rule of Professional Conduct or any other applicable law, Attorney shall not release confidential attorney-client information or work product related to any case or matter relating to services performed under this Contract; and
- D. Attorney shall not represent any third-party when to do so would create a conflict of interest in relation to service performed under this Contract. In the event of a conflict of interest, Attorney shall immediately notify the District Courts, and if so ordered, withdraw or cease from further representation of such third-party.

11. Continuing Requirements. In addition to the foregoing qualifications and performance standard, Attorney shall maintain the minimum qualifications to practice law in the State of Texas and must immediately inform the District Courts of any change in the status of the Attorney's law license. Upon request, Attorney shall provide District Courts with proof of licensure in good standing.

12. Termination of Contract. This Contract may be terminated as follows:

- A. If Attorney fails to perform the duties set forth in this Contract:
- B. Attorney may terminate this Contract if County fails to make timely payments as specified herein;
- C. Either party may terminate this agreement, without cause, upon ten (10) days' written notice to the other party.

13. Effect of Termination upon the Attorney-Client Relationship. The attorney-client relationship commences upon the commencement of legal services by Attorney hereunder and shall survive the termination of the Contract.

14. Miscellaneous Provisions.

- A. Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Contract will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Contract is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Contract and be deemed to be validated and enforceable.
- B. Venue and Governing Law. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the Parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- C. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Contract may assign or transfer its interest in or obligations under this Contract without the prior written consent of all Parties to this Contract.
- D. Compliance with Laws. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract. When required, Attorney shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- E. County's Right to Audit. Attorney agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, has the right to examine and photocopy any and all books, documents, papers and records of Attorney which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Attorney agrees to provide information necessary to conduct the audit upon request.
- F. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- G. Payment, Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. If an error appears in an invoice submitted by Attorney, County shall notify Attorney of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Attorney, Attorney shall be entitled to receive interest on the unpaid balance of the invoice submitted by Attorney beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Attorney shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.
- H. Non-Exclusive Agreement: This Contract is not exclusive. Accordingly, County shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Contract, and execution by County of such contracts shall not constitute a breach of this Contract.

- I. Bidding Exemption. This Contract is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

15. Entire Agreement. This Contract represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the Parties have duly executed this Contract to be effective as of the date of the last party's execution below.

County:

By: _____
County Judge/Presiding Officer

Date: _____, 20____

Attorney:

By: _____

Printed Name: Elizabeth Branch

Title: _____

Date: _____, 20____

Approved as to form and substance on behalf of the Williamson District Courts:

By: _____

Printed Name: _____

Presiding Judge of the _____ District Court of Williamson County

Date: _____, 20____