



Memorial City Plaza II  
820 Gessner, Suite 1570  
Houston, TX 77024-4494

**HOURLY FEE AGREEMENT  
(with Mediation provision)**

**LAW FIRM RETAINED:** The Client, WILLIAMSON COUNTY, TEXAS, (hereinafter referred to as "Client"), hereby agrees to retain and does retain the RANDLE LAW OFFICE LTD., L.L.P. (hereinafter referred to as the "Firm.") In consideration of the compensation agreement set forth herein, the Firm agrees to provide legal services to only the Client, in connection with the following legal matters: Williamson County land development matters and litigation.

**CONDUCT OF CASE:** The Firm agrees to perform consulting legal services which, in the exercise of its professional judgment, it deems necessary and appropriate to represent the Client's interest in such legal matters. The Firm will consult with Client regarding the case and keep Client informed as to developments which it considers significant. The Firm reserves the right to assign lawyers and other personnel of its choice to perform consulting services, to hire experts it deems necessary, to engage in discovery it thinks desirable, and in all ways determine the conduct of the case. The Client will promptly respond to requests for assistance and information.

**NO GUARANTEED OUTCOME:** The Client understands that the Firm has made no representations concerning the successful outcome of any contested claim or negotiation or the favorable outcome of any legal action that may be filed or be required to be filed on behalf of the Client by the Firm. The Firm has not guaranteed that it will obtain reimbursement to the Client of any of its costs or expenses resulting from the incident out of which the claim may arise.

**HOURLY FEE ARRANGEMENT:** This case is handled on a regular hourly basis for any attorney working on the file (see rate chart below). The Firm will bill the Client directly on a monthly basis. The invoices are to be paid upon receipt. The Client is to pay and be responsible for paying all costs (with no markup), taxes and expenses related to the Firm's efforts on the Client's behalf. The Firm does accept credit cards. All amounts not paid within thirty (30) days may be charged interest on the unpaid amount. The firm does not charge for travel time, unless it occurs between the hours of 8:00 a.m. and 5:00 p.m. Litigation would be at the same rate.

**Hourly Rates**

J. Grady Randle \$400/hr.

All Paralegals \$175/hr.

Additional Randle Law Office Attorneys will bill at an hourly rate between the two rates above \$400/hr. and \$175/hr. based on experience and expertise.

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**IOLTA DISCLOSURE:** You are hereby notified that all funds deposited in the Firm trust account, including your funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation under orders of the Texas Supreme Court. This Firm receives none of the interest so earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation.

**THIS IS AN ENFORCEABLE CONTRACT:** The RANDLE LAW OFFICE LTD., L.L.P. does hereby specifically represent to the Client that this is a valid and enforceable express contract. This agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

**ATTORNEY'S OBLIGATION TO THE COURT SYSTEM:** Pursuant to Section 9.001 et seq. of the Texas Civil Practice & Remedies Code and Rule 13 of the Texas Rules of Civil Procedure, the signature of an attorney on any pleading or pleadings, motion or other paper means that to the best of the attorney's knowledge, information and belief, formed after reasonable inquiry, that such instrument is not groundless nor brought in bad faith, nor brought for the purpose of harassment. The rule further provides that an attorney or a party who brings a fictitious suit as an experiment to get an opinion of the court or files any fictitious pleading in a cause for such a purpose or makes statements in pleadings which they know to be groundless and false for the purpose of securing a delay of the trial of the cause shall be guilty of a contempt of the court. "Groundless" for the purpose of Rule 13 means that there is no basis in law or fact and not warranted by good faith argument for the extension, modification or reversal of existing law. Rule 11 of the Federal Rules of Civil Procedure is a similar rule.

In light of Section 9.001 et seq. of the Texas Civil Practice & Remedies Code, Rule 13 of the Texas Rules of Civil Procedure and Rule 11 of the Federal Rules of Civil Procedure, the Client agrees that the Firm will not advance any spurious claims of fact or law in the advancement of the claim covered by this employment agreement. In the event of a conflict between the Firm and Client as to whether a proposed course of action violates or purports to violate these three rules, or any of them, resolution of that conflict shall be solely vested in the Firm. If the Client persists, at any time, in advancing a spurious claim of fact, the Firm may treat this contract as breached, may withdraw from the employment, may withdraw from the litigation and shall be entitled to whatever rights that the Firm would otherwise have for breach of contract.

The State Bar Act, effective September 1, 1991, requires all attorneys practicing law in Texas to notify their clients of the existence of the grievance process. The State Bar of Texas 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 telephone call.

**CLIENT'S AUTHORITY TO CONTRACT:** The Client represents that it is the full owner of the claims and matters for which it has engaged the Firm; that the Client has full authority without encumbrance to prosecute same and to enter into this contract of employment. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

**TERMINATION:** Either the Client or the Firm may terminate the Firm's representation of the Client in this matter at any time, with or without cause, by written notice. The Firm has the right for immediate reimbursement

for any costs outstanding. Any monies on deposit or in trust held on behalf of the Clients will be refunded to the Client upon the termination less any costs, invoices or unbilled time. If the Firm terminates the Firm's representation of the Client, the Client is entitled to any monies held on behalf of the Client to be refunded immediately less any outstanding costs, invoices, or unbilled time.

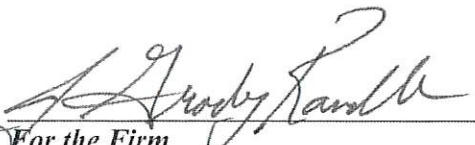
**BINDING CONTRACT:** This contract is binding on the parties hereto, their successors, executors, administrators and heirs and may not be altered or amended except in writing signed by all of the parties hereto.

**SEVERABILITY:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**MEDIATION:** All claims and disputes of any nature relating to or arising under this agreement, any performance of duties relating to or arising under this agreement, any negotiations prior to the agreement, and any representations prior to or after the execution of this agreement shall be subject to mediation in accordance with the laws of the State of Texas with a mutually agreeable mediator. This mediation agreement shall survive any execution of this agreement, any merger or integration clause, and shall continue to inure to the benefit of both parties hereto for all purposes.

SIGNED the 17<sup>th</sup> day of March, 2022.

**RANDLE LAW OFFICE LTD., L.L.P.**

By:   
For the Firm

ACCEPTED AND AGREED this 22<sup>nd</sup> day of March, 2022.

**CLIENT: WILLIAMSON COUNTY, TEXAS**

By:   
For Williamson County, Texas