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February 26, 2024

Williamson County, Texas  
C/O: Judge Bill Gravell, Jr.  
Williamson County Judge  
710 Main Street  
Georgetown, TX 78626

**Re: Engagement re: Election Law Representation**

Dear Judge Gravell,

This letter is to confirm that I agree to perform and Williamson County, Texas (“County”) agrees to pay me for legal services generally described as representation and legal advice to the County in election law matters (the “Matter”) in addition to future matters at the request of the Williamson County Commissioners Court through its General Counsel’s Office. It is important that the County understand that I cannot promise or guarantee any specific outcomes or results. However, I will do my best to represent the County’s interests.

Cooperation. It is essential for the County to fully disclose all facts related to the Matter in the most accurate detail possible. By signing this engagement letter, the County has have agreed to cooperate with me fully by notifying me of any changes or developments related to the Matter and to make its representatives available to attend meetings, conferences, hearings and other proceedings as may be needed.

Communication: So that communication may be made in a timely manner, I will frequently use a cellular telephone, electronic mail, and facsimile transmissions for internal and external communications. As you may know, it is possible, with certain software or equipment, for these types of transmissions to be intercepted by third parties. Unless the County notifies me in writing immediately that it does not agree to this, your signature on this engagement letter authorizes me to use these forms of communication as indicated.

Fee Structure. The hourly rate for services is \$450, billed in quarter-hour increments, inclusive of all fees and expenses. The County also agrees to pay for reasonable and necessary expenses in conjunction with the Matter, including but not limited to filing fees, travel, and duplication expenses.

Payment. Just as the County expects to receive my professional legal services in a timely and proficient manner, my expectation is to be compensated in a timely and suitable manner. Payment will be due per the schedule above. I reserve the right to withdraw from this agreement if, among other things, the County fails to honor the terms of this engagement letter, including payment.

Conflicts of Interest. I will take into account the rules of professional conduct and professional ethics when evaluating potential conflicts of interest. It is possible that, based on the results of the evaluation, I may have to decline to represent the County or another client or both to fulfill this professional commitment. It is in no way a reflection on you or the other client or the validity of the matters being represented.

Withdrawal or Termination. If the County no longer requires my professional services or should my continued representation no longer be possible, this agreement may be terminated prior to the conclusion of the Matter by either party by written notice. This would include your failure to pay for fees and services rendered on the County's behalf or its failure to cooperate or follow my advice on any material matter or any circumstance that would, in my view, render our continuing representation unlawful, ineffective or unethical. Any such termination or withdrawal of counsel does not relieve the County of the obligation to pay for the legal fees incurred and services performed on your behalf as of the date of termination or withdrawal.

Client Documents. I will attempt to electronically maintain all documents furnished to me by the County in the client files for this Matter. At the conclusion of the Matter (or earlier if appropriate), it is the County's obligation to advise me as to which, if any, of the documents in my files it wants me to return to it. I may keep copies thereof to the extent I believe advisable for my records. I will retain any remaining documents in my files for a time certain and will ultimately return them to you or destroy them in accordance with the established record retention program schedule then in effect for my firm.

Publications. Unless the County grants me permission to make reference to our professional relationship I will not disclose this representation unless required by law or it is necessary to properly perform the representation.

Execution of Agreement. If the County agrees with the terms set out in this letter of engagement and agree to the terms and conditions it contains, please indicate its approval by signing a copy of this engagement letter in the space provided below. Then, return the signed letter to me either at the address on this letterhead either by United States Postal Service mail or by sending a scanned signed copy to my electronic mail address. Please keep a copy for your files.

I am honored to have this opportunity to represent and serve the County. Please contact me immediately if you have any questions concerning the terms of this agreement.

Very truly yours,

ERIC OPIELA PLLC


By: 

Eric Opiela  
Texas Bar No. 24039095

Engagement Letter with Williamson County  
26 FEB 2024

Understood and Agreed:

WILLIAMSON COUNTY, TEXAS

  
Bill Gravell (Mar 5, 2024 12:55 CST)

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Judge Bill Gravell, Jr.  
Williamson County Judge