



BOVEY & COCHRAN

PLLC

2251 Double Creek Dr., Suite 204 Round Rock, TX 78664 | (512) 904-9441 | (512) 904-9445

July 23, 2025

Hal C. Hawes
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Via Email: hal.hawes@wilcotx.gov

Re: Engagement Letter for Legal Services

Dear Mr. Hawes:

On behalf of Bovey & Cochran, PLLC, we want to thank you for the opportunity to provide general counseling and legal services to Williamson County.

The purpose of this letter and the enclosed Terms of Engagement is to memorialize our understanding with respect to the specific nature of our attorney-client relationship. Please review these documents carefully and contact us if you have any questions.

Identity of Client:

Williamson County, Texas ("Williamson County")

Nature & Scope of Representation:

While in the future we may be directed to represent you on more specific matters, our present relationship can be described as follows:

Provide general counseling and legal services regarding various Williamson County matters, including but not limited to economic development, subdivision and development issues, and other miscellaneous legal matters as directed by Williamson County.

Financial Arrangements:

The hourly rate for partners at our firm who work on Williamson County matters will be two hundred and fifty dollars (\$250.00) per hour; the hourly rate for other attorneys at our firm who work on Williamson County matters will be two hundred and twenty-five dollars (\$225.00) per hour. No retainer is necessary prior to our firm performing legal services.

Our law firm bills in increments of a tenth of an hour. You will receive a detailed monthly accounting of services rendered by the firm.

Duration:

The terms established by this Letter of Engagement are perpetual, and shall continue until modified by mutual consent of the Client and the firm, or otherwise terminated. Acceptance of these standard terms does not preclude the Client or our firm from proposing alternative arrangements at a later date.

Acceptance of Terms:

If this arrangement is acceptable to you, please sign this letter and return it at your earliest convenience. We are truly honored that you are willing to make our firm part of your legal team. If you would like to contact us, please call (512) 904-9441, or e-mail cary@boveycochran.com and/or luke@boveycochran.com.

Sincerely,

Cary L. Bovey and Luke A. Cochran

Cary L. Bovey and Luke A. Cochran

AGREED TO & ACCEPTED:

By: *Em Sell*

Date: 08/05/2025

Please mail/email one signed agreement to Cary/Luke.

TERMS OF ENGAGEMENT

This document establishes the terms of our engagement as your attorneys. Unless modified in writing by mutual consent, these terms will be an integral part of our relationship. Therefore, we ask that you carefully review this document and contact us if you have any questions.

1. Scope of Work

As the client, it is imperative that you have a clear understanding of the legal services Bovey & Cochran, PLLC ("Law Firm") will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged. The Law Firm will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees for Legal Services

The charges for professional services provided by the Law Firm will typically be based upon the following: (1) the time devoted to the matter; (2) the novelty and difficulty of the questions presented; (3) the requisite experience, reputation and skill requested to deal with those questions; (4) time limitations imposed by the circumstances; (5) and the quality of the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the legal staff who perform the services. These rates may vary depending on the expertise and experience of the individual. We will notify you in writing if this fee structure is modified. Currently, as set forth in the standard billing rate sheet attached hereto and incorporated herein as Exhibit "A," the standard billing rate for partners at our firm who work on Williamson County matters will be two hundred and fifty dollars (\$250.00) per hour; the hourly rate for other attorneys at our firm who work on Williamson County matters will be two hundred and twenty-five dollars (\$225.00) per hour; the billing rate for paralegals, legal assistants and law clerks is one hundred twenty-five dollars (\$125.00) per hour; and the billing rate for administrative support personnel is seventy-five dollars (\$75.00) per hour (fees in U.S. Dollars). These rates may change in accordance with the standard billing rates in effect at the time the legal services are performed. In the event the Law Firm's standard billing rates change, the Law Firm will provide you with written notice, no later than July 15, of the revised standard billing rate sheet to be effective on October 1 of that year.

3. Other Charges

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses, etc.) incurred by the Law Firm in connection with representing you will be billed to you as a separate item on your monthly statement.

4. Billing Procedures & Terms of Payment

Our billing period begins on the 27th day of the month and ends on the 26th day of the following month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the beginning of the month following the latest date covered in the statement. Each statement is payable within thirty (30) days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within thirty (30) days after its stated date, interest at the rate of 1 percent per month (12 percent per annum) will accrue on the balance due. However, if at any time 12 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. If you have any questions or concerns about any statement that we submit to you for payment, please contact us at your earliest convenience so that we can resolve any problems without delay. Typically, such issues can be resolved satisfactory with little inconvenience or formality.

5. Termination of Services

You have the right to terminate our services at any time upon providing written notice to us. Upon receipt of written notice we will immediately cease to render additional services, as per your instructions. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. We also reserve the right to withdraw when obligated by the Texas Rules of Disciplinary Conduct. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matters. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retainer

No retainer shall be required for these matters.

7. Retention of Documents

Although we will attempt to retain for a reasonable time copies of most documents generated by this Law Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must retain all originals among your own files.

8. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such

estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA. Venue of any case or controversy arising under or pursuant to this Engagement Letter shall be in Williamson County, Texas, USA.

10. Questions

If during the course of our representation you have any questions about any aspect of our arrangements, please feel entirely free to raise those questions. The Law Firm wants all of our clients to have a clear and satisfactory understanding about every aspect of our billing and payment policies. Accordingly, we encourage an open and frank discussion of any of the matters mentioned in this document.

EXHIBIT "A"

BOVEY & COCHRAN, PLLC

STANDARD BILLING RATES

PARTNERS - \$250.00 PER HOUR

ATTORNEYS - \$225.00 PER HOUR

**PARALEGALS, LEGAL ASSISTANTS AND LAW CLERKS - \$125.00 PER
HOUR**

ADMINISTRATIVE SUPPORT PERSONNEL - \$75.00 PER HOUR