

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of June, 2023, by and between Titus County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, L.L.P. hereinafter referred to as "Attorneys".

Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Titus County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Attorney

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to evaluating solid waste disposal issues, including but not limited to, an Ordinance Prohibiting Solid Waste Disposal in Titus County. These services include the following:
 - a. Conduct preliminary planning and assembly of information useful and necessary for the evaluation of solid waste disposal issues.
 - b. Attend and participate in up to two Commissioners Court meetings/hearings to discuss solid waste disposal issues.
 - c. Draft and prepare any documents related to this matter including, proposed Agendas, Notices, Ordinances and Orders, as well as any other necessary documents.
 - d. Obtain and review any specific information requested by the Client concerning solid waste

issues and evaluate potential legal issues pertaining to solid waste disposal.

e. After approval by the Client, attend and participate in any Public Hearing and/or Commissioners Court meetings required for an Ordinance Prohibiting Solid Waste Disposal in Titus County.

2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and any negotiations required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys by either by a Flat Rate/Fixed Fee or by an Hourly Rate. **Please select one of the following options of payment:**

The flat rate/fixed rate requires no additional charges for the services described in Paragraph 1, with the exception of the cost of advertising public hearings and required notices. The total fixed fee for the services described in Paragraph 1 is \$10,000.00.

For an hourly rate, Attorneys will perform the necessary work, including all actual costs incurred for the services described in Paragraph 1. Specifically, the Client agrees to pay the Attorneys the sum of \$300.00 per hour for services rendered by partners of the firm and \$275.00 for services rendered by associates of the firm. The client will be billed at the rate of \$150.00 per hour for services rendered by any paralegal of the firm. A travel time fee of \$150.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client

CLIENT
TITUS COUNTY, TEXAS

ATTORNEYS
ALLISON, BASS & MAGEE, L.L.P.

By: 
Judge Kent Cooper

By: 
Partner

County Identification Number assigned to the contract as required by the Ethics Commission:
