

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between TYLER 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 TYLER 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 and administrative matters as requested by the Client, by and through a majority vote of the Commissioners Court, for consultation and assistance with the 2020 County Transportation Infrastructure Fund (CTIF 2020) grant application and administration of grant funds, and on such legal matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, briefing, and any negotiations required for resolution of this matter.

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 a sum equal to not more than 5% of the County grant allocation, but not to exceed \$25,000.00 for all services and expenses incurred by the firm. Based on the estimated grant application information issued by the Texas Transportation Commission on 3/26/2020, TYLER County will receive an estimated award of \$209,496.00 upon a successful application. The County will be required to provide a match of \$20,949.60 from available county revenues. Our fee will be \$10,474.80. Upon approval of the county application by TXDOT, this fee will be submitted for grant reimbursement as an administrative expense for project administration.

Devotion of Time

5. The Attorneys shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, 100 W. Bluff Street, Room 102, Woodville, Texas 75979-5245.

Prior Agreements Superseded

7. 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 the within subject matter.

EXECUTED on the _____ day of _____, 2020.

CLIENT
TYLER COUNTY, TEXAS

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

By: _____
Judge Jacques L. Blanchette

By:  _____
Partner

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