

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of July, 2018, by and between Wise 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 Wise 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, and any official of the County who, acting within the course and scope of official duties, and in good faith, has taken any act, or has failed to act, in the exercise of discretion in a manner that may be alleged to constitute a violation of state or federal law.

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 issues regarding a road dispute 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 the sum of \$240.00 per hour for services rendered by partners of the firm and \$210.00 for services rendered by associates of the firm. The client will be billed at the rate of \$100.00 per hour for services rendered by any paralegal of the firm. A travel time fee of \$120.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, reports, studies, and exhibits incurred by Attorneys in the investigation of this matter. Attorneys will provide Client with an itemized billing each month stating services rendered.

Devotion of Time

5. The Attorney 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, P.O. Box 393, Decatur, Texas, 76234.


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 5th day of July, 2018.

CLIENT
WISE COUNTY, TEXAS

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

By: 
Judge J.D. Clark

By: 
Partner

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Allison, Bass & Magee, L.L.P.
Austin, TX United States

Certificate Number:
2018-376981

Date Filed:
07/09/2018

Date Acknowledged:
7-10-18

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Retainer Agreement 2018
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Magee, J. Eric	Austin, TX United States	X	
	Bass, Robert T.	Austin, TX United States	X	
	Allison, James P.	Austin, TX United States	X	

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is J. Eric Magee and my date of birth is 11/22/72

My address is 402 W 12th Austin Tx 78701 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of Tx on the 9th day of July, 2018
(month) (year)

J. Eric Magee
Signature of authorized agent of contracting business entity
(Declarant)



WISE COUNTY ASSET CONTROL OFFICE
P.O. Box 952
400 W Walnut
Decatur, TX 76234

Phone – 940-627-3312

Fax – 940-627-4717

Wise County may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

By signing this document, your company will be providing the written verification required by Texas Government Code Section 2270.002.

Jason Eric Magee
Signature

J Eric Magee
Printed Name

Partner
Title

Allison Bass i Magee LLP
Company Name

July 9, 2018
Date