

## RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of December, 2013, by and between Johnson County, Texas, hereinafter referred to as "Client", and Allison, Bass & Associates, 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 Johnson 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, to-wit: Assistance in the creation and administration of a County Energy Transportation Reinvestment Zone (CETRZ) and preparation and submission of an Application for CETRZ grants administered by the Texas Department of Transportation, pursuant to §222.1071 and Chapter 256 of the Texas Transportation Code.

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 involving such matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, assistance with public notices, hearing, and administrative details related to road condition reports, cost estimates, and project identification pursuant to the statutes related to the creation of a CETRZ and application for Grant Funding.

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 consultation with the Client 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 Flat Fee sum of \$5,000.00 for services rendered by partners, associates and paralegals of the firm. Attorneys will provide Client with an invoice upon the conclusion of the grant process and the award of grant funds, if any. In the event the grant application is not approved, no fee will be due.

#### Devotion of Time

5. The Attorney shall make themselves available for consultation with the Client at reasonable times, at the request of the Client. Due to the abbreviated timeline, however, this fee does not include travel or personal appearances in the county.

#### 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, 2 N Main St Rm 120, Cleburne, Texas, 76033-5500.

#### Prior Agreements Superseded

7. This agreement constitutes the sole and only agreement of the parties hereto pertaining to the subject matter of this retainer, and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

EXECUTED on the 23<sup>rd</sup> day of December, 2013.

CLIENT  
JOHNSON COUNTY, TEXAS

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

By:   
Honorable Roger Hammen

By:   
James P. Allison / Robert T. Bass