

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

*Attorneys at Law*

A. O. WATSON HOUSE  
402 WEST 12<sup>TH</sup> STREET  
AUSTIN, TEXAS 78701  
(512) 482-0701  
FAX (512) 480-0902

JAMES P. ALLISON  
[j.allison@allison-bass.com](mailto:j.allison@allison-bass.com)

ROBERT T. BASS  
[r.bass@allison-bass.com](mailto:r.bass@allison-bass.com)

J. ERIC MAGEE  
[e.magee@allison-bass.com](mailto:e.magee@allison-bass.com)

JOHN REDINGTON  
[j.redington@allison-bass.com](mailto:j.redington@allison-bass.com)

SUSANA NARANJO-PADRON  
[s.naranjo-padron@allison-bass.com](mailto:s.naranjo-padron@allison-bass.com)

September 22, 2022

**VIA E-MAIL & REGULAR MAIL**

The Honorable Daryl Melton  
Sabine County Judge  
201 Main Street - PO Box 716  
Hemphill, TX 75948

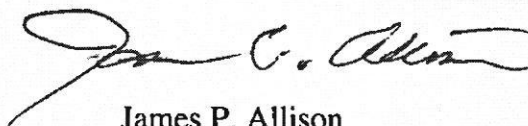
Re: Retainer Agreement

Dear Judge Melton:

For your consideration, enclosed please find a Contract for Professional Services between Sabine County, Texas and Allison, Bass & Magee LLP for assistance with issues regarding grant requirement issues. Upon approval by the Commissioners Court, please return an executed original for our file.

We appreciate your consideration of our firm for this service to Sabine County. Please do not hesitate to contact me if you have any questions.

Sincerely,



James P. Allison

JPA/jm  
Enclosure

cc: Members, Sabine County Commissioners Court

## RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of Sept., 2022, by and between Sabine 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 Sabine 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 the legal issues regarding grant requirement issues 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, legal proceedings or trials/appeals that may be 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.

Vol 3-4 Page 171

#### Compensation

4. For the services described in Paragraph 1, 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. Billing rates are subject to change with advance notice to Client. 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. The Attorneys will provide Client with an itemized billing stating services rendered.

#### 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, 201 Main Street - PO Box 716, Hemphill, TX 75948.

#### Prior Agreements Superseded

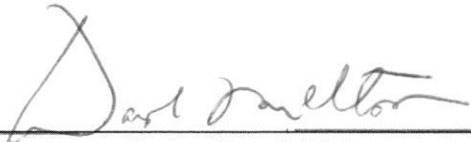
7. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

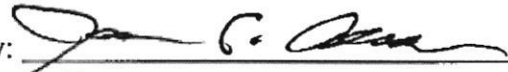
Vol 3-4 Page 172

EXECUTED on the 26 day of Sept., 2022.

CLIENT  
SABINE COUNTY, TEXAS

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

By:   
Judge Daryl Melton

By:   
Partner

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

\_\_\_\_\_

Vol 3-4 Page 173

## RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of Sept, 2022, by and between Sabine 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 Sabine 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 the legal issues regarding grant requirement issues 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, legal proceedings or trials/appeals that may be 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.

Vol 3-Y Page 174

#### Compensation

4. For the services described in Paragraph 1, 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. Billing rates are subject to change with advance notice to Client. 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. The Attorneys will provide Client with an itemized billing stating services rendered.

#### 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, 201 Main Street - PO Box 716, Hemphill, TX 75948.

#### 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.

Vol 3-4 Page 175

EXECUTED on the 26 day of Sept., 2022.

CLIENT  
SABINE COUNTY, TEXAS

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

By: Daryl Melton  
Judge Daryl Melton

By: J. S. M.  
Partner

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

\_\_\_\_\_

Vol 3-4 Page 176