

Law Firm of Jason P. Brinkley, PLLC

Retainer Agreement and Authority to Represent

This Agreement is made and entered into this 24th day of January 2022 between Clay County (hereinafter referred to the "Client" or "County"), do hereby retain and employ the law firm of Jason P. Brinkley, PLLC (also referred to as "Attorney" or "Firm").

Client is a political subdivision of the State of Texas, acting through its Commissioners Court and finds that the retention of legal counsel is in the best interest of the County and serves the public interest.

The firm will provide services necessary to the representation in legal matters pertaining to economic development agreements and negotiations, and related issues as requested by a majority vote of Commissioners Court. Such services include investigation, briefings, drafting and reviewing documents, negotiations with third parties, and ensuring compliance with legal requirements.

1. **ATTORNEY'S FEES.** As compensation for legal services, Client agree to pay Firm as follows:

- a. **Hourly fee:** \$300 for legal services
- b. **Travel time fee:** \$100 per hour

The fee reflects not simply the number of hours which may be devoted to my representation, but also the experience, reputation, skill and efficiency of the attorneys, as well as the potential inability of the firm to accept other employment during the pendency of the representation.

2. **COSTS AND EXPENSES.** In addition to paying Attorney's fees, Client agrees to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed as they are incurred. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying, postage, facsimile costs, Federal Express or other delivery charges.
3. **PERIOD OF REPRESENTATION.** This agreement shall be effective, and representation shall commence upon execution by Client. Representation shall continue until the matter is resolved or upon written notice by either party.
4. **NO GUARANTEE.** Client acknowledges that Attorney has made no promise or guarantee regarding the outcome of my legal matter.
5. **ADDITIONAL TERMS.** Attorney and Client agree to the following additional terms: Attorney, Jason P. Brinkley, is also employed by E3, Entegral Solution, LLC. Client acknowledges this and agrees that such employment is not a conflict of interest and that E3, Entegral Solutions, LLC is not a part of this agreement in any way.

Jason P Brinkley, PLLC reserves the right to withdraw from your case in accordance with the rules of professional conduct or other applicable law or for any other good cause.

6. **ENTIRE AGREEMENT.** Client have read this agreement in its entirety and agrees to and understand the terms and conditions set forth herein. Client acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by me, the undersigned Client, on this 24th day of January, 2021.

CLIENT NAME: Clay County

SIGNATURE: 
County Judge

The foregoing agreement is hereby accepted on this _____ day of _____, 2021.

ATTORNEY: _____
Jason P. Brinkley