

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ("Agreement"), is made and entered into by and between **Fort Bend County**, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code §262.011(d), and **Jones Walker** (hereinafter "Consultant"), authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County desires that Consultant provide professional legal services, as will be more fully described in the Engagement Letter attached hereto as Exhibit A, (hereinafter "Services"); and

WHEREAS, Consultant represents that it is qualified and desires to perform such services; and

WHEREAS, County has determined that this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County; and

WHEREAS, Section 262.011 (d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for a personal and/or professional legal services and therefore grants exemption from competitive bidding, insofar as any competitive bidding statute might apply.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services in accordance with the Engagement Letter, attached hereto as Exhibit A, and incorporated fully herein by reference.

Section 2. Personnel

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required

under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- C. The County shall assign a qualified individual as the County's representative and as the responsible party for all contractual matters, and as the Consultant's principle contact for the execution of the work.

Section 3. Compensation and Payment

- A. Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is thirty thousand dollars and 00/100 cents (\$30,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved amendment signed by both parties.
- B. Consultant understands and agrees that the Maximum Compensation stated herein is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit(s).
- C. Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Consultant to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit B to this Agreement. Consultant will not be reimbursed for costs in excess of those listed in Exhibit B.
- D. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- E. County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

- F. The Parties acknowledge and agree that Services have been and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the Parties.

Section 4. Limit of Appropriation

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of thirty thousand dollars and 00/100 cents (\$30,000.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed thirty thousand dollars and 00/100 cents (\$30,000.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with Consultant's receipt of Notice to Proceed and shall end no later than December 30, 2023, unless terminated sooner in accordance with Section 6 below. Consultant shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Attorney's.
- B. Termination for Default
1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure

to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

2. If, after termination, it is determined by County that for any reason whatsoever that Consultant was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.
- E. Consultant may terminate this agreement with 30 days written notice if the County fails to pay invoices in accordance with the terms of this agreement, or fails to provide information or resources required for the Consultant to complete the work desired in Exhibit A.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data

and material to County on request. The foregoing notwithstanding, Consultant shall be entitled to keep one copy of any such materials provided under this Agreement for Consultant compliance with its record-keeping obligations.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. Professional Liability insurance with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Consultant.

- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT BUT ONLY TO THE EXTENT CAUSED BY THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT. CONSULTANT'S LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT OF ALL FEES PAID UNDER THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to

violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, may give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Notice may be sent electronically and followed up with a written document.
- C. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Attorney
Attn: Bridgette Smith-Lawson
401 Jackson Street, 3rd Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: Purchasing Agent
301 Jackson, Ste. 201
Richmond, Texas 77469

Consultant: Jones Walker
ATTN: Ronald C. Green
811 Main Street, Suite 2900
Houston, Texas 77002

- D. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Standard

- A. Consultant shall perform its services consistent with the professional skill and care ordinarily provided by members of its profession practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- B. Consultant does not control or influence the activities and actions of the governmental agencies that may be involved in the review and acceptance of the work produced, and the Consultant does not guarantee the actions of the agencies. The Consultant agrees to endeavor to mitigate specific issues, (if any), but does not guarantee any specific outcomes from the project work effort.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Consultant are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

Section 25. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 27. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by County.

FORT BEND COUNTY



Jaime Kovar
Purchasing Agent

8/28/23

Date

JONES WALKER



Authorized Agent- Signature



Authorized Agent- Printed Name



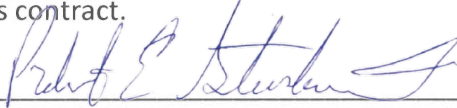
Title

8-28-2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 30,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A: Engagement Letter

Exhibit B: FBC Travel Policy

i:\agreements\2023 agreements\county attorney\professional legal services agreement - jones walker.docx (LSL 7.10.23)

Exhibit A

Engagement Letter



Ronald C. Green
Partner
D: 713.437.1811
F: 713.437.1923
rgreen@joneswalker.com

August 15, 2023

The Honorable Bridgette Smith- Lawson
County Attorney
Fort Bend County
401 Jackson Street
Richmond, Texas 77469

Re: Workplace Investigation

Dear Attorney Smith-Lawson:

This letter confirms Fort Bend County's (the "County") engagement of Jones Walker LLP (the "Firm") effective this 15th day of August, 2023 to conduct a workplace investigation more fully described below. We appreciate your trust in our firm and assure you that we will approach this matter with the utmost professionalism and diligence.

Objective:

The objective of this workplace investigation is to thoroughly examine and address the concerns raised regarding potential workplace misconduct, discrimination, or any other alleged violations of County policies or applicable laws. Our primary goal is to provide an unbiased and impartial assessment of the situation, identify any wrongdoing, and offer recommendations for resolution.

Scope of Work:

1. Gathering Information:
 - a. Conduct interviews with relevant employees, including complainants, alleged offenders, witnesses, and any other individuals with pertinent knowledge.
 - b. Review relevant documents, such as County policies, employment contracts, email communications, and any other evidence related to the investigation.
 - c. Assess any available surveillance footage, if applicable.
2. Investigation Process:
 - a. Maintain confidentiality throughout the investigation process to protect the privacy and reputations of all parties involved.
 - b. Analyze the information obtained to establish a clear understanding of the events and circumstances surrounding the allegations.

- c. Assess the credibility and reliability of the gathered information, ensuring a fair and unbiased assessment.
 - d. Identify any patterns or systemic issues that may have contributed to the alleged misconduct or violations.
- 3. Legal Compliance:
 - a. Conduct the investigation in accordance with applicable local, state, and federal laws and regulations.
 - b. Adhere to any specific County policies or guidelines relevant to the investigation process.
- 4. Reporting:
 - a. Prepare a comprehensive and detailed report outlining the investigation findings, including a summary of interviews conducted, evidence reviewed, and analysis performed.
 - b. Provide a clear assessment of whether any policy violations, misconduct, or discrimination has occurred.
 - c. Offer recommendations for corrective actions, such as disciplinary measures, policy revisions, or employee training programs, as deemed necessary based on the investigation results.
 - d. Present the report to you and other relevant stakeholders in a timely manner.

Confidentiality:

Please be assured that all information shared during the course of this investigation will be treated with strict confidentiality. We understand the sensitive nature of such matters and will take all necessary measures to protect the privacy and reputations of those involved.

Timeline and Fees:

We anticipate that the investigation process will take approximately 90 days, depending on the violations, number of witnesses and whether counsel is retained by those witnesses. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our hourly billing rates for associate lawyers who may work on this matter currently range from \$300.00 to \$600.00 per hour. The rates for partners ranges from \$500.00 to \$1,250.00. The hourly rate for partners will be capped at \$600 per hour. Time devoted by paralegals is charged at billing rates ranging from \$175 to \$300 per hour. These billing rates are subject to change in January to reflect current levels of legal experience, changes in overhead costs, and other factors. Rate increases will be reflected on the invoices that we send to the Company.

Standard Terms of Representation:

Additional information regarding fees and other important matters appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Representation carefully. If they meet with the Company's approval, promptly sign the letter in the space below and return a copy to me so that we may begin work.

We value your partnership and assure you that our team will handle this workplace investigation with the utmost professionalism and discretion. Should you have any questions or concerns regarding the scope of work outlined in this letter, please do not hesitate to contact me directly.

Thank you for entrusting us with this important matter.

We look forward to working closely with you to resolve these issues and ensure a fair and respectful workplace environment.

Warmest regards,



Ronald C. Green

Agreed and accepted:

By:


The Honorable Bridgette Smith-Lawson

Dated:

08/23/23

JONES WALKER LLP'S STANDARD TERMS OF REPRESENTATION

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between the client identified in the engagement letter (the client) and Jones Walker LLP ("Jones Walker" or the "firm") regarding our representation of the client in the matter described in the engagement letter. The client should review this document carefully and contact us promptly with any questions. The client should retain this document in its file.

Who Will Provide the Legal Services

The representation will be serviced by a principal lawyer. Clients are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, our work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Client Responsibilities

The client agrees to pay our statements for services and expenses as provided below. In addition, the client agrees to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. The client also agrees to make any necessary business and strategy decisions in a timely manner.

Because it is important that we be able to contact the client at all times regarding the representation, the client agrees to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding it or its business. Whenever we need instructions or authorization in order to proceed with legal work on the client's behalf, we will contact the client at the latest business address we have received. If the client affiliates with, acquires, is acquired by, or merges with another client, it will provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

Advice about Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by the client as a promise or guarantee.

Termination of Engagement

The client may terminate, at any time, our representation upon written notice to us. Such termination shall not, however, relieve the client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on its behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the client. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in the specified matter, and the client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on the client's behalf through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and the client agrees not to oppose our request.

Fees

The principal basis for computing our fees for the legal services we provide will be the amount of time spent on the matter by various lawyers and paralegals multiplied by their individual hourly billing rates. We will also take other factors into consideration in determining our fees, such as the novelty and difficulty of the questions involved, the skill requisite to perform the services properly, the experience, reputation, and ability of those performing the services, the time limitations imposed by the Company or the circumstances, the amount involved, and the results obtained. The hourly rates of our lawyers and legal assistants are adjusted in January to reflect current levels of legal experience, changes in overhead costs, and other factors. Rate increases will be reflected on the invoices that we send to the Company.]

Costs

We will charge the client not only for legal services rendered, but also for other ancillary services provided. We will include on our statements separate charges for performing services, such as copying, messenger and delivery service, computer research, travel, long-distance telephone, and filing fees.

The client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent its interests in the representation. Their fees and expenses generally will not be paid by us, but will be billed directly to the client.

Payment of Statements

Normally, we will send monthly statements for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. We will provide notice if the client's account becomes delinquent, and the client agrees to bring the account or the retainer deposit current. If the delinquency continues and the client does not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of the account.

Retainer and Trust Deposits

You may be required to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit will be credited toward the client's unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to the client. If the retainer deposit proves insufficient to cover current expenses and fees at some point during the representation, it may have to be increased.

All trust deposits we receive, including retainers, will be placed in a trust account for the client's benefit. Normally, pursuant to court rule, deposits will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless the client requests a segregated account.

Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. But fees and costs are usually not predictable. Accordingly, we make no commitment to the client concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that the client's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In-Firm Privilege Consent

As you know, Jones Walker is a large law firm. We represent many clients and handle a great number of complex matters each year. In part because of the number of clients that Jones Walker represents and the complexity of the matters we become involved in, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we would seek the advice of our General Counsel, Claims Counsel or attorneys on our Committee on Practice Standards who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such communications involve a conflict of interest between the client and Jones Walker and that our consultation with attorney's on Jones Walker's General Counsel, Claims Counsel, or members of our firm's Committee on Practice Standards may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent.

We believe that it is in our clients' interest, as well as Jones Walker's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the client, it agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with Jones Walker's General Counsel, Claims Counsel or member of our Committee on Practice Standards, or, if we choose, outside counsel, we have the client's consent to do so and that our representation of the client shall not, thereby, waive any

attorney-client privilege that Jones Walker may have to protect the confidentiality of our communications with counsel. Such consultations shall be at Jones Walker's sole expense.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of the client in the specified matter will terminate upon our sending it our final statement for services rendered in the matter.

At its request, the client's documents and property will be delivered to it, although we reserve the right to copy any documents we deem appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the firm's retention period, which is 10 years, without further notice to the client.

Post Engagement Matters

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon the client's future rights and liabilities. Unless the client engages us after the conclusion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to provide advice with respect to future legal developments.

Notice to Clients

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Texas State Bar Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, please call (800) 932-1900. This is a toll-free phone call.

Choice of Law

The relationship between the client and the firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the applicable law *and professional conduct rules* of Texas, without regard to conflicts of laws principles.

Exhibit B

Fort Bend County Travel Policy

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year).

Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

[REDACTED]

Avis:

[REDACTED]

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.