

BUTLER | SNOW

LAW ELEVATED
WELL CONNECTED



**A Proposal:
Fort Bend County, Texas
Commissioners Court
General Counsel Sevices**

THE LAWYERS AT BUTLER SNOW LLP
“WELL-CONNECTED”

—Texas Tribune (Dec. 19, 2019)

Butler Snow offers a team of experienced counselors and advocates who are a powerful voice in today’s ever-changing legal environment. We represent national and regional enterprises before legislative bodies, courts, administrative agencies, and at negotiation tables.

Established in 1954, Butler Snow has grown to over 400 lawyers in 28 cities throughout the country. We have represented clients in all 50 states, in the District of Columbia, and in more than 30 countries. Chambers USA – America’s Leading Lawyers for Business describes Butler Snow as a “dominant force” with a team of attorneys who have achieved national prominence because of “sheer, unambiguous quality.” According to Chambers, our clients refer to the firm as “what a law firm should be” with a “number of talented lawyers.” Chambers also noted the firm’s ability to deliver to the client “the whole package – intelligence, presence and trial experience.”

Butler Snow has two offices in Texas, in Dallas at 2911 Turtle Creek Blvd, Suite 1400, Dallas Texas 75219 and in Austin at 1400 Lavaca St., Suite 1000, Austin, Texas 78701. We can be reached at our Austin office: (737) 802-1800.

To be successful, our clients set long-term goals and short-term objectives.

Our job, as lawyers, is to assist our clients in developing strategies to accomplish their objectives by exploring the law and public policy issues, providing strategic legal counsel, and advocating for them at the negotiating table.

Our team of experienced attorneys understands the important and distinct roles that businesses and government play. Our attorneys have served as general counsel and outside lawyers for major companies, as lead counsel for local, regional, and state government bodies and agencies, and as staff members and advisors for senior state officials and legislators. That experience affords a thorough

understanding of business pressures and perspectives as well as an uncommon appreciation of government's inner workings, public policy considerations, and the decision-making process. Thus, we provide a broadly skilled, highly knowledgeable, and very persuasive voice when it comes to the government's real-world application of administrative/regulatory law to issues that impact a governmental entity's mission.

We can provide general counsel services, which include advising on issues such as:

- Governance
- Texas Public Information / Texas Open Meetings
- Ethics
- Employment/Labor
- Internal Investigations
- Public Finance
- Eminent Domain
- Intellectual Property and Information Technology
- Land Use
- Other matters generally coming before the body for consideration.
- Proposed Scope of services will also include advice and consultation on general counsel, qualifications, responsibilities and candidates should the Commissioners consider establishing a general counsel office to serve the Commissioners Court.

For full listing of Butler Snow, practices and for further information, please visit: www.butlersnow.com



Proposed Butler Snow Team

Craig T. Enoch

Austin Office

(512) 615-1202

Craig.Enoch@butlersnow.com




Craig T. Enoch returned to private practice after retiring from decades of service on Texas courts, where he decided complex civil matters as a Supreme Court Justice, Appellate Court Chief Justice and Trial Court Presiding Judge. Drawing on extensive knowledge of governmental workings and experience in resolving disputes, Justice Enoch assists businesses in navigating complex laws and regulations. He co-founded his previous firm to provide effective advocacy for businesses at their intersection with government.

PRACTICE AREAS AND INDUSTRY TEAMS

- Administrative & Regulatory Law
- Alternative Dispute Resolution
- Appellate & Written Advocacy
- Business Torts & Unfair Competition
- Commercial Litigation
- Construction & Building Products Litigation
- Corporate Governance
- Economic Development
- Election & Campaign Finance
- Governmental Litigation
- Insurance
- Machinery & Recreational Product Litigation
- Redistricting & Voting Rights
- Tort, Transportation & Specialized Litigation
- White Collar, Compliance & Government Investigations
- Construction
- Energy

EXPERIENCE

- Served as a Justice of the Texas Supreme Court, Chief Justice of Texas's Fifth District Court of Appeals, and Presiding Judge of Texas's 101st District Court, for a total of 22 years in the judiciary. Decided matters ranging from disputes over utility construction and purchase contracts to employee benefit agreements and estate claims.
- After retirement, returned to private practice and established specialized Appellate and Government Enforcement and Regulated Industries Litigation Practice groups for a major



regional law firm headquartered in Dallas and carried that practice into a specialized firm founded in 2011.

- Successfully defended business investor against a \$100 Million international claim brought in federal court. Services provided included not only litigation and appellate representation, but successful legislative representation before a state legislative body.
- Devise effective trial and appellate strategy for representing clients in state and federal courts.
- Facilitate alternative dispute resolution.
- Advise clients on public/private partnership strategy and development.
- Consult with businesses on partnership and corporate duties and professional ethics.
- Successfully resolved business dispute with innovative management restructuring.
- Represents businesses before courts and administrative bodies, as well as during investigations by state attorneys general, and assists those businesses with regulatory compliance.
- Successfully represented commercial collections service in responding to attorney general inquiry into certain business practices.
- Specializes in business strategy and representation in government relations.
- Successfully represented a co-op electric provider in a legislative effort to amend certain statutes to facilitate contracts for water for electric power production.
- Developed noted expertise on the existence, nature, and extent of fiduciary obligations.
- Review legislative proposals and advocate on behalf of legislative proponents before the Texas Legislature.
- Serve as intermediary in sensitive economic development projects.
- Successfully facilitated the establishment of headquarters for new U.S. military command.

BAR ADMISSIONS

- Texas, 1975
- U.S. District Courts
 - Texas: Eastern, Northern, Western
- U.S. Court of Appeals
 - 5th Circuit
 - 7th Circuit
 - 9th Circuit
- U.S. Supreme Court



DISTINCTIONS

- Texas Board of Legal Specialization, Board Certified in Civil Trial Law
- *BL Rankings, The Best Lawyers in America*®
 - Appellate Practice, 2008-2026
- *Thomson Reuters Super Lawyers*®
 - Texas Super Lawyer, Appellate, 2005-2024
- *Chambers USA, America's Leading Lawyers for Business*
 - Texas, 2010-2024
- Texas Bar Foundation, Gregory S. Coleman Outstanding Appellate Lawyer Award, 2024
- Marquis Who's Who Lifetime Achievement Award, 2020
- Austin Chamber of Commerce, Volunteer of the Year: Economic Development, 2018
- *Texas Monthly*, Top Attorneys in Texas, 2011-2013
- Texas Tech Law Review, Outstanding Lead Article Award, 2006–2007
- Southern Methodist University, Distinguished Alum, 2006
- American Bar Association, J. Edward Finch Law Day Speech Award, 2001
- Texas Equal Access to Justice, Harold F. Kleinman Award, 2000
- SMU Dedman School of Law, Distinguished Law Alum, 1999

ASSOCIATIONS

- American Law Institute, Elected Member
- Appellate Judges Education Institute (President Emeritus and former Board member)
- American Bar Association
 - Appellate Judges Conference (former Chair and Council member)
 - Litigation Section
- State Bar of Texas
 - Appellate Section
 - Judicial Section
 - Litigation Section (former Chair and Council member)
- Texas Bar College
- Austin Bar Association
 - Civil Appellate Section
- Texas Judicial Districts Board, 2008–2019



EDUCATION & HONORS

- University of Virginia School of Law, LL.M., 1992
 - Class Co-President
- Southern Methodist University School of Law, J.D., 1975
 - Established Kathryn Barker Enoch Research Fund
 - Member Executive Advisory Board
- Southern Methodist University, B.A., Political Science, 1972
 - Student Chair of housing program development for on-campus fraternity housing
 - Co-Chair Class of '72, 40th Homecoming, largest class gift

PAPERS, PRESENTATIONS AND PUBLICATIONS

- The Rule of Law
- Judicial Independence and Selection
- Public–Private Partnerships
- Texas Supreme Court decisions
- Fiduciary and Ethical Obligations
- Trial and Appellate Procedures and Best Practices
- The View from the Trenches: A Report on the Breakout Sessions at the 2005 National Conference on Appellate Justice

CIVIC INVOLVEMENT

- Christ Church Austin (Small Group Co-leader)
- Austin Chamber of Commerce (Member and former Chair of the Board of Directors)
- Helping Hand Home for Children, Community Advisory Board
- Salvation Army – Central Texas Region, Community Advisory Board (term commencing January 2025)
- City of Austin Bond Election Advisory Task Force, 2012

Carolyn E. Shellman

Austin Office

(512) 615-1203

Carolyn.Shellman@butlersnow.com




Carolyn Shellman is a highly skilled attorney, an excellent communicator, and an effective leader. She is experienced at developing regulatory and legislative policy strategies for renewable and disruptive technologies in the energy industry and provides advice on complex energy transactions. Carolyn is also experienced with governance and compliance issues and possesses deep subject matter expertise in the electric utility industry and in navigating energy market issues. She helps market participants understand and comply with regulatory requirements at both the Texas Public Utility Commission and at ERCOT. Carolyn has litigated administrative cases of all kinds at the Texas Public Utility Commission and during her career has held senior legal executive positions at not only the Commission but at ERCOT and at the nation's largest municipally-owned electric and gas utility. She understands and provides advice to clients about both the regulated and the unregulated markets in Texas.

PRACTICE AREAS AND INDUSTRY TEAMS

- Administrative & Regulatory Law
- Government Relations
- Public Utilities
- Data Centers & Other Large Load Projects
- Energy

EXPERIENCE

- Participated in litigated rate, fuel, transmission siting, CCN and other contested cases plus rulemaking proceedings before the PUCT.
- Advised and represented market participants in negotiating settlement of compliance-related matters at the PUCT.
- Assisted utilities, renewable developers and large customers with purchased power agreements, constructing new generation, behind the meter power issues, and various energy-related and procurement contract matters.
- Represented large investor-owned utilities in a variety of state regulatory proceedings involving market and regulatory rules, rate and other contested cases.

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- Advised and represented retail electric provider in regulatory proceedings at the Texas Public Utility Commission (PUCT).
 - Advised and represented a large investor-owned electric utility, municipally owned electric utilities, and telecommunications companies on business matters and in regulatory proceedings, primarily before the PUCT.

BAR ADMISSIONS

- Texas, 1978
- Oklahoma, 1975

DISTINCTIONS

- *San Antonio Business Journal*
 - Women's Leadership Award, 2019
 - Outstanding Business Lawyers, 2015
- *BL Rankings, The Best Lawyers in America®*
 - Utilities Law, 1991-2026
 - Administrative/Regulatory Law, 2024-2026
 - Energy Regulatory Law, 2026

ASSOCIATIONS

- State Bar of Texas
 - Public Utility Law Section, Past Council Member
- State Bar of Oklahoma
- Austin Bar Association
- San Antonio Bar Association
 - Natural Resources Section
- William B. Sessions Inn of Court (San Antonio Chapter), Member
- International Women's Forum
 - Member, San Antonio Chapter
- Leadership Texas, Past Participant
- Former ERCOT Board member and Board alternate (municipal segment representative)
- Association of Women in Energy
 - Board Member



EDUCATION & HONORS

- University of Oklahoma College of Law, J.D., 1975
- Vassar College, A.B., *cum laude*, 1972

PAPERS, PRESENTATIONS AND PUBLICATIONS

- *ERCOT: Litigation and Legislation in the Aftermath of Winter Storm Uri*, State Bar of Texas 8th Annual Oil and Gas Disputes (January 2022).

Elana S. Einhorn

Austin Office

(512) 615-1227

Elana.Einhorn@butlersnow.com



Elana S. Einhorn is a board-certified civil appellate lawyer with extensive experience working with judges in chambers and in using her deep understanding of Texas appellate courts on behalf of her clients. She knows what judges look for, the kinds of arguments they find most persuasive, and how to organize and frame legal issues for maximum impact. Elana has taught appellate advocacy to students at the University of Texas School of Law and appellate opinion writing to new Texas judges. With her unique background, Elana provides the depth of knowledge about persuasion that our team relies on to fashion the winning argument.

PRACTICE AREAS AND INDUSTRY TEAMS

- Appellate & Written Advocacy
- Commercial Litigation

EXPERIENCE

- Appellate practice before Texas state and federal courts
- Former Faculty Member, University of Texas School of Law
 - Appellate Advocacy, Advanced Legal Writing, first-year Legal Research and Writing
 - Judicial Clerkship Advisor and Judicial Internship Instructor
- Staff Attorney for Texas Supreme Court Justice John Cornyn and for Justice Deborah G. Hankinson
- Law Clerk for former Texas Supreme Court Chief Justice Nathan L. Hecht and for Judge Edward C. Prado, United States District Court for the Western District of Texas

BAR ADMISSIONS

- Texas, 1989
- U.S. Court of Appeals
 - 5th Circuit



DISTINCTIONS

- Texas Board of Legal Specialization, Board Certified in Civil Appellate Law, 1998
- *BL Rankings, The Best Lawyers in America*®
 - Appellate Practice, 2022-2026
- *Thomson Reuters Super Lawyers*®
 - Texas Super Lawyer, Appellate, 2007-2009, 2016-2024

ASSOCIATIONS

- State Bar of Texas
 - Litigation Section
 - Appellate Section
 - Appellate Section Law School Liaison Committee, 2012-2015, Co-Chair
 - Appellate Section Pro Bono Committee, 2012-2013
 - Litigation Section Litigation Update 2024, Planning Committee
 - Appellate Section Advanced Civil Appellate Seminar 2004, Planning Committee
- Austin Bar Association
 - Civil Appellate Section, Council Member, 2004-2006
 - Civil Litigation Section
- Texas Bar College
- Texas Board of Legal Specialization Exam Committee, Civil Appellate Law, 2005-2007
- Travis County Women Lawyers' Association
- Bar Association of the Fifth Federal Circuit
- University of Texas Law School Conference on State & Federal Appeals
 - Planning Committee Member, 2005-2025

EDUCATION & HONORS

- University of Texas School of Law, J.D., *with honors*, 1989
 - Order of the Coif
 - Best Brief, Board of Advocates Moot Court, Fall 1988
- Florida International University, B.A., English, *high honors*, 1986
 - Outstanding English Senior
 - Florida Academic Scholar

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- The University of Chicago, Undergraduate Fellow, National Endowment for the Humanities, Summer 1985

PAPERS, PRESENTATIONS AND PUBLICATIONS

- Guest, "[Revisit the Top 10 Appellate Mistakes in Trial Courts](#)," State Bar of Texas Podcast, Legal Talk Network, February 6, 2025.
- Co-Author, "Diminishing Discretion: The Evolving Landscape of New Trial Standards," News for the Bar, February 2024.
- Lead Author, "Top 10 Appellate Mistakes at the Trial Court," *Texas Bar Journal*, July 2023; State Bar of Texas podcast August 2023; presented to Williamson County Bar Ass'n, February 2024; reprinted in State Bar of Texas Women & the Law newsletter, March 2024.
- Author, "Keep Calm and Supersede: The Basics of Superseding a Final Judgment in Texas State Courts," *The Advocate*, Spring 2023.
- Reader for Bryan Garner's *Legal Writing in Plain English*, 2nd ed., Univ. Chicago Press, May 2012, and 3rd ed., May 2022.
- Author, "Writing Respectfully: Why Is It So Hard for Lawyers to Refrain from Personal Attacks in Their Writing and What Can Be Done to Help Fight the Urge to Hit Low," *The Advocate*, Fall 2020.
- Presenter, "Efficient and Effective Legal Writing," Texas Office of Capital and Forensic Writs, July 24, 2020.
- Presenter, "Preparing for the Civil Appellate Board Certification Exam," State Bar of Texas Advanced Civil Appellate Practice Course, 2012, 2013, 2015, 2016, 2018, 2019; Texas Association of Appellate Court Attorneys, Annual Meeting, 2011.
- Presenter, "Preservation of Error Pre-Trial and Trial," State Bar of Texas Civil Appeals 101 Practice Course, 2017.
- Author, "Olivo v. Verburgt: A Uniform Approach to Late Notices of Appeal," (Co-authored with David Gaultney), 79 *Texas Bar Journal* 804 (2016).
- Author, "A Five-Pass Edit," (Co-authored with Wayne Schiess), *Austin Lawyer*, Nov. 2015; reprinted in *The Appellate Advocate*, 2016.
- Faculty, Texas Center for the Judiciary, College for New Judges, Appellate Opinion Writing with Wayne Schiess, 2014
- Author, "Citational Footnotes," (Co-authored with Wayne Schiess), *The Appellate Advocate*, 2014; reprinted in *Legal Writing eJournal*, 2014.
- Author, "Issue Statements—Different Kinds for Different Documents," (Co-authored with Wayne Schiess), 50 Washburn L.J. 341 (2011); reprinted in State Bar of Texas Civil Appellate Practice 101 Course, 2013.
- Presenter, "Legal Writing: Basic Editing Up and Down," Texas Association of Appellate Court Attorneys, Annual Meeting 2010.
- Author, "Advocacy Insight: What Appellate Practitioners Can Learn from the Blackmun Papers," (Co-authored with David Gunn), University of Texas 19th Annual Conference on State and Federal Appeals, 2009.

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- Use of Restatements and Federal Authority by the Texas Supreme Court, Texas Supreme Court Practice Manual 2005, ch. 12 (eds. Richard Orsinger & Larry Alexander).

CIVIC INVOLVEMENT

- Austin Bar Association
 - Cancer Law Clinic, volunteer attorney, 2018-2019
- Third Court of Appeals Pro Bono Pilot Project Screening Committee 2006-07



Proposed Engagement Agreement

September 15, 2025

FBC.Judge@fbctx.gov
The Honorable KP George
Fort Bend County Judge
401 Jackson St
Richmond, TX 77469

Re: Limited Engagement Proposal for Fort Bend County Commissioners Court to provide legal advice, regulatory compliance, and other legal services in support of its business operations until such time as the Court determines to establish a permanent county position of general counsel or other similar position

Dear Judge George and Commissioners,

This is Butler Snow's proposal for engagement to serve as general counsel to the Commissioners Court.

Terms of Engagement. The terms of Butler Snow's ("we" or "us") proposal under which we would advise and counsel the Fort Bend Commissioners Court ("the Court," "you" or "your") includes providing general legal and regulatory compliance advice and consultation, *our services would not include appearing as counsel in any matters pending before the courts of Fort Bend County or any other courts in which Fort Bend County or the county officials are parties.* It is agreed, specifically, that those providing general counsel services will attend regular semi-monthly and other called Court meetings in person (subject to unavoidable conflicts or illness). Unless otherwise agreed, your services will be handled by me or Carolyn Shellman, assisted as necessary by other Butler Snow attorneys and paraprofessionals.

Communication. We would keep you informed of the status of the Engagement and consult with you as appropriate. Copies of all correspondence and final documents we generate will be sent to you via email. Calls will be returned promptly, usually no later than within one business day. In the event of an emergency, if you cannot contact either of us, please contact Legal Administrative Assistants Zaira Varela at 512.615.1199 or Zaira.Varela@butlersnow.com or Lynn Needles at 512.615.1229 or Lynn.Needles@butlersnow.com. We note that at times clear communication with a deliberative body such as the Commissioners Court can prove difficult. In that light, you agree that we may primarily communicate with the Commissioners Court through the County Judge, however, we may discuss County business with each commissioner individually as necessary and appropriate, subject to the understanding that we do not represent the County Judge or any Commissioner individually.

Fees and Expenses. Butler Snow's fees will be calculated on the actual time our attorneys and paraprofessionals spend on the Engagement at the hourly rate then in effect subject to a

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monthly cap of fees charged to facilitate County budgeting. The hourly rates for this matter are an hourly discounted billing rate for Craig Enoch at \$870, for Carolyn Shellman at \$680 and at a 10% discount from current rates for any other attorneys who may assist with this matter, with your approval. Other attorneys and paraprofessionals may work on the Engagement as the need arises. The time they spend will be billed at their hourly rates, subject to the mentioned 10% discount, in effect when the work is performed. Butler Snow's billing rates are subject to adjustment from time to time and are usually evaluated at the first of each year. At the outset of this engagement, we propose a monthly cap on fees incurred of \$20,000. That is to say, for any month that we provide services that incurred fees beyond \$20,000, we agree to cap our invoice for fees at \$20,000.

We want our bills to be easy to understand and to reflect appropriate charges for the value our services provide. Attached is a copy of Butler Snow's Standard Billing Terms and Charges for Expenses, which sets forth details of our expense charges and additional terms of our representation, all of which are incorporated by reference. These Standard Billing Terms and Charges for Expenses apply to the Engagement unless modified in writing.

Butler Snow will ordinarily bill you monthly and will expect to be paid on receipt of the invoice. Billing for ancillary services may lag the rendering or use of those services because of delays in the receipt of third-party bills and the posting of accounts.

Protection of Client Confidences—Communication Devices. We are always mindful of our duty to preserve our clients' secrets and confidences, so we should agree on what kinds of communications technology we will employ. Unless you specifically direct us to the contrary, we agree it is appropriate for us to use email and cellular devices with no encryption or special protections other than to mark our communications as privileged.

Files and File Retention. Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us to our electronic file for that matter and will keep only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you or others send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals for safekeeping.

Unless you instruct us otherwise, once our work on the Engagement is completed, we will designate this as a closed file on our system and will apply our document retention policy to the materials in your closed file. We ordinarily will return any original documents we have maintained while the matter was pending. Otherwise, we will keep the closed file materials for our benefit and subject to our own policies and procedures for file retention and destruction. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will apply to the Engagement, is attached, and incorporated by reference.

Conflicts and Potential Conflicts. You acknowledge that Butler Snow represents many other institutions, companies, and individuals. You agree that the fact that Butler Snow represents

or takes on representation of such a person or entity while also representing you does not constitute a conflict of interest, and does not require your consent, unless the matter is directly adverse to you, is substantially related to a matter on which Butler Snow is representing you in which that person or entity's interest is materially adverse to you, or is a matter in which Butler Snow could use adversely to you non-public, confidential information it has learned through its representation of you. You further acknowledge that another party or parties in a matter on which Butler Snow is representing you may seek legal counsel or representation from Butler Snow wholly unrelated to the matter in which Butler Snow is representing you. Butler Snow will inform you if and when such situations arise, and you agree that you will not unreasonably withhold consent to Butler Snow's representing such party or parties in the matter unrelated to the matter in which Butler Snow is representing you.

Termination of Engagement. We appreciate the opportunity to serve you and look forward to establishing a professional and mutually beneficial relationship. If you become dissatisfied with any aspect of our relationship, work, or the fees charged, please bring those concerns to our attention immediately. We believe most problems can be resolved by a good faith discussion between us. Even so, you may terminate our representation at any time by reasonable written notice to us, but you will be obligated to pay our fees for services provided through the date on which our services were terminated.

We may withdraw at any time and for any reason allowed by the ethical rules, including your failure to pay any bill when due or to deposit a retainer if requested. In the event of withdrawal, we will be entitled to payment for all fees for services provided before the date of our withdrawal. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the date of withdrawal or discharge. In the event of our withdrawal or discharge, we may apply any remaining retainer toward any outstanding fees and expenses.

In any event, the Engagement will terminate upon completion of the services covered and no later than submission of the final billing statement for such services.

Signatures. This Engagement Agreement and any related amendment, waiver, or consent may be executed using Adobe Sign and shall be enforceable to the same extent as an original.

Governing Law. Texas law shall govern the validity, construction, interpretation, and enforcement of this Engagement Agreement.

State Bar Notice. The State Bar of Texas requires us to advise clients that the State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. Please call 1.800.932.1900 for more information.

Binding Agreement. This letter represents the entire agreement between you and Butler Snow with respect to the scope of services to be provided to you. No change or waiver of any of

the provisions of this letter shall be binding on either you or on Butler Snow unless the change is in writing and signed by both you and Butler Snow.

Counterparts; Facsimile Signatures. This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

Judge George and Commissioners, if this proposal meets with your approval, we would appreciate the opportunity to assist you and await the Courts acceptance of this engagement.

Sincerely

BUTLER SNOW LLP

A handwritten signature in black ink, appearing to read "Craig T. Enoch", with a stylized flourish at the end.

Craig T. Enoch

Enclosures
97452738.v1

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will

be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES

As of January 1, 2025

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.


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| Document Reproduction (Print, Copy & Scan) | | |
| Normal sized documents (up to 11 x 17) | Black & White: \$0.20/page | Color: \$0.35/page |
| | Bates Labeling – | |
| | Electronic: \$0.03/page | Manual: \$0.15/page |
| Oversize documents (size in excess of 11 x 17) | Charge for each page – no exclusion | |
| | Black & white: \$1.25/page | Color: \$4.50/page |
| Electronic Data Manipulation for reproduction | \$75 per hour | |
| Binders | Actual cost of the binders plus \$1.00 per comb | |
| Wire Transfers | | |
| | Outgoing: | International: \$50/wire Domestic: \$25/wire |
| Data/Audio/Visual Duplication & Reproduction | CD/DVD: | \$12.00 for each disc |
| | Portable Media Devices: | Priced per data storage size |
| Electronically Stored Information (Litigation Support Services) | Data Room: | \$1,000.00/room |
| | Data Processing: | \$100.00/gb per occurrence |
| | Data Storage: | \$10.00/gb per month |
| | Document Review & Hosting: | \$25.00/gb per month |
| | Review User License Fees: | \$90.00/user per month |
| | Minimum Monthly Fee: | \$150.00 |
| Computerized Legal Research | No charge for basic research. | |
| | \$70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases | |
| | Research from secondary sources and outside of firm’s plan at actual cost | |
| | Specialized research at actual cost with prior client approval | |
| Electronic retrieval of Court documents | \$0.40 / document | |
| Fax and International Calls | \$0.50/Page | |
| | Non-domestic and conference calls charged at actual cost. | |
| Travel (personal vehicle) | Current Standard Mileage Rate as allowed by the IRS | |
| Messenger Delivery and Service of Subpoenas or Summons | Deliveries 0-25 miles one way - \$30.00 ; over 25 miles one way - | |
| | \$10.00/hour plus mileage; Service of Subpoenas/Summons - \$35.00 plus delivery | |
| Overnight Package Delivery | Charged at actual cost per package | |
| Postage | Postage charged at actual cost | |
| Conference Center & Catering | Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services. | |

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of September 2025.

FORT BEND COUNTY

BUTLER SNOW, LLP

KP George, County Judge



Authorized Agent- Signature

Craig T. Enoch

Authorized Agent- Printed Name

ATTEST:

Attorney
Title

Laura Richard, County Clerk

September 18, 2025
Date

Exhibit A: Contractor's Letter of Engagement

AUDITOR'S CERTIFICATE

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

Robert Sturdivant, County Auditor