

CONTRACT FOR PANEL COUNSEL SERVICES

This agreement confirms the terms of the engagement between Stephen D. Holmes DBA SD Holmes Law (the "Firm"), and Galveston, County, Texas ("County" or "client").

Scope of Services

1. The Firm will provide legal services for the County at the assignment and direction of the County's general counsel, currently Ready Law Firm, PLLC, or whoever the general counsel or Commissioners Court may designate ("general counsel"). Examples of matters assigned may include:
 - a. Providing advice, consultation, and support to the Commissioners Court, County departments, offices, and employees on legal matters concerning County business;
 - b. Representing the County, its offices, and employees in civil claims, court proceedings, and administrative matters concerning County business;
 - c. Reviewing and drafting legal documents, policies, and contracts; and
 - d. Cooperating with other outside counsel engaged by the County.
2. Assignment required. The Firm will perform only those legal services for matters assigned by general counsel for the County in writing. Neither County or Firm have any expectation that the Firm will provide legal services beyond those set forth herein. There will be no amount due to Firm by County independent of assigned matters.
3. Prior assignments valid. County matters being handled by the Firm under any agreement existing at the time of execution of this agreement will continue to be performed by the Firm under this agreement.
4. Assignment procedure. General counsel for the County will contact the firm in writing to propose assignment of a matter to the Firm. Firm will perform a conflicts check prior to acceptance of the assignment. Firm will respond promptly to confirm acceptance of the assignment or decline the assignment. If Firm does not respond promptly, general counsel may reassign the matter to another firm. The Firm will provide a case evaluation and/or estimated budget for the assignment upon request of the general counsel. The estimated budget shall not be binding upon Firm or County but will be used for forecasting and evaluation.

Compensation

5. Hourly fees. The Firm will charge the County for services provided under this agreement based on the time devoted to the matters at the following hourly rates, based on the experience of the particular professionals:
 - a. \$350.00 per hour for partners;
 - b. \$200.00 per hour for associates or any other attorney; and
 - c. \$95.00 per hour for non-attorney law clerks, paralegals or legal assistants.
6. Travel time. The Firm will not bill the County for time spent traveling to Galveston County. Travel required outside of Galveston County will be billed at half of the actual time spent in transit. If a Firm timekeeper spends time working while traveling, the Firm will not double-bill the County for the same time spent both traveling and working, whether on a County matter or otherwise.
7. Costs. The County will pay for the Firm's expenses incurred in performing legal services under this agreement as set forth below.
 - a. Reasonable out-of-pocket expenses such as travel fare, business meals, parking, filing and service fees, transcripts, courier or delivery fees,

- cost, without markup. Reimbursable meals must be (a.) associated with travel or (b.) attended by someone associated with an assigned matter and not affiliated with the Firm (i.e., witnesses, consultants, County personnel, co-counsel from another law firm).
- b. Printing and copying by the Firm is billable at a maximum of \$.20 per page for black and white, and \$1.00 per page for color when necessary. The current published IRS rate will be billed for mileage driven. Bills must list quantity and cost per page of printing or copying as well as origins, destinations, mileage per trip, and the name of the person who traveled.
 - c. Any expenses for experts, investigators, or consultants or other professionals will be made in consultation with the general counsel and may be billed directly to the County instead of being paid by the Firm.
 - d. The County will not pay or reimburse the Firm for the following expenses: overhead; rent; research subscriptions or fees; catering for internal Firm meetings; facsimile charges; telephone charges; allocated charges from a firm's service agreements with outside vendors, word processing charges; conference room charges; overtime; or equipment.

Billing

8. Firm will provide the County with an itemized billing statement monthly. Firm bills in minimum units of 6 minutes or .1 hours. Bills should be submitted within 30 days of the end of the billing period in question.
9. Billed time may not be greater than actual time spent on the indicated task and matter. Firm may adjust actual time downward in the Firm's discretion. "Value billing" is strictly prohibited; if Firm repurposes existing work product for a County matter, the billable time is the actual time spent modifying the pre-existing work, not the time that would have been spent creating the work product from scratch.
10. Invoicing, payment processing, disputes, and interest will be governed by the Texas Prompt Payment Act, Tex. Gov't Code§ 2251.001, *et seq.*
11. Bills must group time entries and expenses and subtotal amounts due by assigned matter. It is also acceptable to generate separate bills for each matter.
12. Billing per matter should contain at least the following information:
 - a. the matter number designated by the general counsel in the applicable assignment notice;
 - b. the name, status (partner, associate, paralegal), and billing rate of each professional working on the matter;
 - c. a description of the work being performed by each individual and the amount of time expended to complete each task;
 - d. the total current fees for the matter for the period being billed and the cumulative total of billings for the matter being billed;
 - e. an itemized listing of all current disbursements/expenses and their associated costs, including the date the expense was incurred and the cumulative total of disbursements/expenses for the matter being billed; and
 - f. any discounts applied to the billed fees.

Confidentiality and professionalism

13. Firm will abide by the Texas Disciplinary Rules of Professional Conduct. Firm will be privy to confidential information and is responsible to take appropriate measures to maintain confidentiality in compliance with the applicable professional rules.
14. Firm and County both acknowledge that if Firm is assigned to a matter for an independent elected office or office appointed by a board other than Commissioners Court, professional duties will exist between the Firm and the office the Firm is hired to

required written informed consent as to potential conflicts prior to acceptance of assignments.

15. County acknowledges receipt of the Texas Lawyer's Creed.

Term

16. This agreement is effective upon execution by the County and shall remain in effect for 3 years. Either party may terminate the agreement with or without cause or for convenience upon 30 days written notice, subject to applicable rules of professional conduct and court orders approving withdrawal or substitution of counsel. If the County terminates this agreement, the termination must be in writing authorized by the Commissioners Court. If the Firm terminates this agreement, the termination must be in writing to the general counsel.

17. Ongoing matters. If this agreement expires, the Firm will continue to handle matters assigned pursuant to the terms of this agreement until each matter concludes and the Firm sends the County a final bill for each matter or until each matter is transferred to other counsel under written notice from the general counsel.

18. Termination of representation. The County shall bear all reasonable costs of transferring matters to its chosen counsel. Discharge shall not relieve the County of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required to protect the County's interests, including those incurred prior to a court order substituting new counsel or permitting withdrawal of the Firm from any litigation.

19. Records retention. On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by Texas law. Upon termination of any matter, the County has the right to take possession of the file. If the County chooses to take possession of the file materials, the Firm may copy all or any part of the file at the County's cost. The Firm may, at its sole discretion, retain copies of any documents and information produced or handled under this agreement.

Prior agreement superseded

20. This agreement supersedes and replaces all previous agreements between the Firm and the County.

Choice of Law/ Forum Selection

21. This agreement is deemed to have been executed, and is intended to be performed in the State of Texas, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the State of Texas. The venue for the judicial resolution of such dispute shall be proper only within a state court in Galveston County, Texas.

No Promises or Guarantees

22. The County acknowledges that the Firm has made no representation or guarantee concerning the outcome of any matter on which the Firm may work on behalf of the County.

Modification in writing only

23. This agreement embodies the whole agreement of the parties. There are no promises,

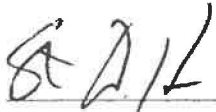
this agreement must be in writing signed by both parties.

Counterparts and digital signatures

24. This agreement may be signed in counterpart. Facsimile, digital, or imaged signature pages executed by the Firm or the County shall be effective as original signatures.

AGREED:

SD Holmes Law:



Stephen D. Holmes

1/3/25

Date

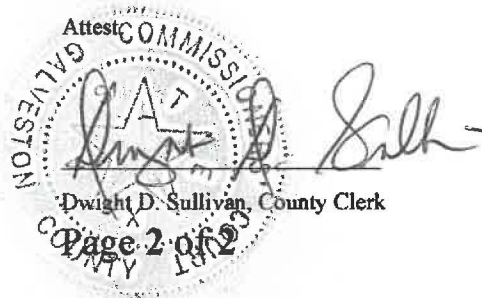
Galveston County, Texas:



Mark Henry, County Judge

January 6, 2025

Date



Attest COMMISSIONER
GALVESTON COUNTY TEXAS
Dwight D. Sullivan, County Clerk
Page 2 of 2

January 6, 2025

Date