

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

*Attorneys at Law*

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August 15, 2019

VIA E-MAIL & REGULAR MAIL

Honorable Tano E. Tijerina  
Webb County Judge  
1000 Houston St. 3<sup>rd</sup> Floor  
Laredo, Texas 78040  
[judge\\_tano@webbcountytexas.gov](mailto:judge_tano@webbcountytexas.gov)

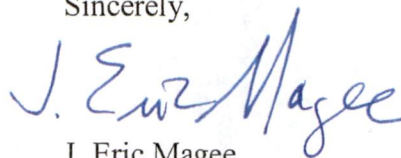
Re: Retainer Agreement

Dear Judge Tijerina:

For your consideration, enclosed please find a Contract for Professional Services between Webb County, Texas and Allison, Bass & Magee LLP for assistance with issues regarding two litigation matters: (1) *Jose Eraldo Garza v. Webb County, Texas, Jose Mario Avila, Jorge Ramos, Luis Alonso, Delgadillo, Ramiro Flores, and Alfredo Sandoval, Jr.*; Cause No. 2019CVF001428D4 and (2) *Israel Espinoza v. Webb County, Texas, Rodrigo Davila, Unknown Deputy John Doe# 1, Unknown Deputy John Doe# 2, and Unknown Deputy John Doe# 3*; Cause No. 2019CVF001419D4.

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

Sincerely,



J. Eric Magee

JEM/jm  
Enclosure

cc: Members, Webb County Commissioners Court  
Leroy Medford  
Nathan Bratton; [nbratton@webbcountytexas.gov](mailto:nbratton@webbcountytexas.gov)

RECEIVED

AUG 19 2019

Webb County Judge's Office

## RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of August, 2019, by and between Webb County, Texas, hereinafter referred to as "Client", and Allison, Bass & Magee, L.L.P. hereinafter referred to as "Attorneys".

### Recitals

The Client is a political subdivision of the State of Texas. The Attorneys are duly licensed to practice law in the State of Texas and desire to render their professional services for the Client as provided herein.

The Commissioners Court of Webb County, Texas, acting in its judicial and executive capacity, finds that the public interest requires the retention of legal counsel to represent the County in the referenced matters.

THEREFORE, the Client hereby engages the services of the Attorneys, and in consideration of the mutual promises herein contained, the parties agree as follows:

### Services of Attorney

1. The Attorneys will advise and represent the Client in legal matters as requested by the Client, by and through a majority vote of the Commissioners Court, pertaining to the legal issues regarding *Jose Eraldo Garza v. Webb County, Texas, Jose Mario Avila, Jorge Ramos, Luis Alonso, Delgadillo, Ramiro Flores, and Alfredo Sandoval, Jr.*; Cause No.2019CVF001428D4 in the 406<sup>th</sup> Judicial District Court of Webb County, Texas and on such legal matters as may be assigned by the Commissioners Court. Services will also include drafting and reviewing of documents, briefing, and any negotiations required for resolution of this matter.

2. This Retainer Agreement shall serve as the basis for understanding regarding fees and costs to be charged to the Client, but the subject matter for legal services may only be authorized by an Order of the Commissioners Court.

3. Fees will include any and all necessary research, drafting and reviewing of documents, briefing, and any negotiations required for the proper disposition of any and all matters entrusted to the Attorneys pursuant to this retainer agreement.

#### Compensation

4. For the services described in Paragraph 1, the Client agrees to pay the Attorneys the sum of \$300.00 per hour for services rendered by partners of the firm and \$275.00 for services rendered by associates of the firm. The client will be billed at the rate of \$150.00 per hour for services rendered by any paralegal of the firm. A travel time fee of \$150.00 per hour will be charged for all time actually in transit, in lieu of any hourly charge normally attributed to the timekeeper. The Client will also be billed for all direct out-of-pocket expenses including travel expenses, telephone, photocopy, facsimile costs, reports, studies, and exhibits incurred by Attorneys in the investigation of this matter. The Attorneys will provide Client with an itemized billing each month stating services rendered.

#### Devotion of Time

5. The Attorneys shall make themselves available for consultation with the Client at reasonable times, at the request of the Client.

#### Term

6. This agreement shall be effective on the execution hereof by Client and shall continue in effect until the matter has been finally resolved or upon 30 days written notice by either party. The Client shall send notice to the Attorneys' office at 402 West 12th Street, Austin, Texas 78701, and the Attorneys shall send notice to the Client care of the County Judge, 1000 Houston St., 3<sup>rd</sup> Floor, Laredo, Texas 78040.

Prior Agreements Superseded

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

EXECUTED on the 26<sup>th</sup> day of August, 2019.

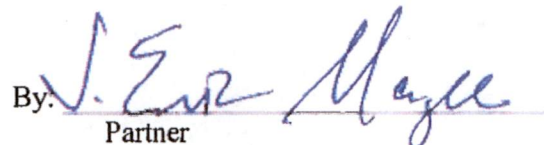
CLIENT  
WEBB COUNTY, TEXAS

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

By:

  
\_\_\_\_\_  
Judge Tano Tijerina

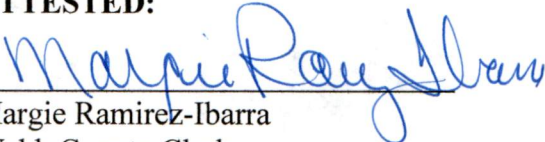
By:

  
\_\_\_\_\_  
Partner

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

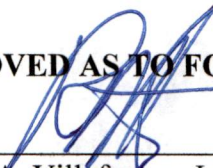
\_\_\_\_\_

**ATTESTED:**

  
\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Webb County Civil Legal Division\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court  
On August 26, 2019; item no.12v.*

*Retainer Agreement-the law firm of Allison, Bass, and Magee, LLC, as retained outside legal counsel to represent Webb County in Jose Eraldo Garza v. Webb County, Texas, Jose Mario Avila, Jorge Ramos, Luis Alonso Delgadillo, Ramiro Flores, and Alfredo Sandoval, Jr., Cause Number 2019CVF001428D4 in the 406<sup>th</sup> District Court.*

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2019 OCT -2 PM 4: 15

WEBB COUNTY, TEXAS

BY      DEPUTY



*[Handwritten signature]*