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November 16, 2022

Bill Wirskye
First Assistant
Collin County District Attorney's Office
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bwirskye@collincountytx.gov

Re: *Kim Pickrell, et al v. Collin County, Texas, et al*, 3:22-cv-02425-D.
Engagement Letter for representation of Bill Wirskye

Dear Mr. Wirskye:

Thank you for having the confidence in our firm's ability to represent you in the above referenced matter. The purpose of this letter is to set forth the terms on which Flowers Davis, P.L.L.C. ("the Firm") agrees to represent you ("the Client"). I am also sending a copy of this letter to Mr. Bill Bilyeu. It is my understanding that Mr. Bilyeu will be presenting this engagement letter to the Collin County Commissioner's Court for approval at the Court's next scheduled meeting. It is my understanding that Collin County will be responsible for the fees and expenses incurred in your representation.

LEGAL SERVICES: As we discussed, I am the managing partner at Flowers-Davis, PLLC. I will be the attorney-in-charge of matters for you, and my reduced hourly rate for governmental entities and officials is \$300.00. I also plan to assign Lee Correa to work on this case with me. Lee is also a partner with extensive experience in representing governmental entities, and she bills at a rate of \$275.00 per hour. Jack Fulgham is an associate who also specializes in representing governmental entities and officials, and he will be the associate assigned to work on this case. Jack bills at a rate of \$225.00 per hour. Para-legal time bills at \$90.00 per hour, and Rachel Oden and Angela Jones will be

the two para-legals assigned to work on this case. These billing rates will not increase during the life of this matter. In this particular case, we will work closely with the other Defense Counsel appointed to this case so as not to unnecessarily duplicate fees.

EXPENSES OF LITIGATION: In addition to the above fee arrangement for services, it is further agreed that actual expenses of litigation which are reasonably incurred by the Firm on the Client's behalf shall be paid by Collin County. These expenses shall include, but are not limited to, court costs, filing fees, copy charges, long distance phone charges, travel expenses (including lodging and meals), deposition costs, investigative costs, and all expenses for experts, including economic evaluation, accounting services, and any other experts that the you, Collin County or it's insurance carrier approve and deem to be reasonably necessary in the prosecution of this case. In this particular case, we will work closely with the other Defense Counsel appointed to this case so as not to unnecessarily duplicate expenses.

RETAINER: No retainer is required.

SETTLEMENT: The Firm agrees that no settlement will be made for any claims against the Client without the Client's complete approval, and all offers of settlement will be communicated to client.

DISCHARGE/WITHDRAWAL OF FIRM: You have the right to discharge the Firm at any time upon payment to the Firm of all costs and expenses which have been incurred through that date.

If you and Collin County agree with the foregoing terms of representation, please sign this agreement, keep a copy for your records, and return the original executed letter to me. Thank you for your attention to this matter, and I look forward to working with you.

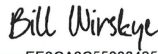
Very truly yours,




Robert S. Davis

RSD/rlo

ACCEPTED AND AGREED:

DocuSigned by:

EE3CA2C55008435...
Bill Wirsky

Date: 11/23/2022

DocuSigned by:

8195959E82F646E...
Authorized Representative of
Collin County, Texas
CC 2022-1256-11-21

Date: 11/23/2022

The authorized representative of Collin County that signs this agreement represents that this contract has been voted on and approved by the Collin County Commissioner's Court.

Cc: Bill Bilyeu <bbilyeu@co.collin.tx.us<mailto:bbilyeu@co.collin.tx.us>>

Additional Terms and Conditions

1. Payments will be made in accordance with VTCA Section 2251.021 Time for Payment by Government Entity.
2. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
3. The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.
4. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.
5. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
6. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.