



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/2/2021

ITEM: Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.071 to consult with attorney about pending or contemplated litigation and/or a settlement offer.
- b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated.

TO: Commissioners Court

DATE: 02/26/2021

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

§ COUNTY OF BRAZOS

§ STATE OF TEXAS

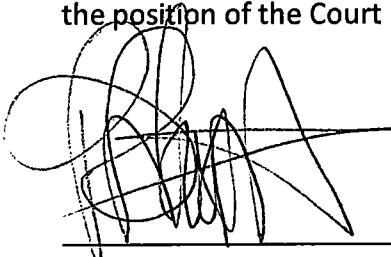
COMMISSIONERS COURTS: DELIBERATION REGARDING CONTRACT BEING NEGOTIATED WITH STEVE MANCHESTER; CLOSED MEETING.

The Commissioners Court ("Court") has proposed to deliberate the negotiation of a contract related to a professional services agreement with West, Webb, Allbritton & Gentry in closed session. The Court wishes to deliberate the business and financial issues of the proposed contract.

Texas Government Code §551.0725 provides that the Court may deliberate the business and financial issues of this contract in closed session if, before conducting the closed meeting:

- (1) The Court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person; and
- (2) The attorney advising the Commissioners Court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.
- (3) Notwithstanding Section 551.103(a), Government Code, the Commissioners Court must make a tape recording of the proceedings of a closed meeting to deliberate the information.

It is my determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person.



Bruce L. Erratt
General Counsel
March 2, 2021

WEST WEBB ALLBRITTON & GENTRY
A PROFESSIONAL CORPORATION



Gaines West
Partner

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gaines.west@westwebb.law

February 24, 2021

Via Regular Mail and Email berratt@brazoscountytexas.gov

Brazos County
Judge Duane Peters, Brazos County Judge
c/o Bruce Erratt
Brazos County Attorney's Office
Chief, Civil Division
200 South Texas Avenue, Ste. 329
Bryan, Texas 77803

Re: Civil Lawsuits Enforcing Floodplain Regulations

Dear Bruce:

This letter describes the terms and conditions under which West, Webb, Allbritton & Gentry, P.C. ("we" or "our") will represent Brazos County ("you") concerning the legal matter described in greater detail below. Our representation shall become effective upon our receipt of a countersigned copy of this letter ("Agreement").

The Firm is being retained to assist and represent you in filing five lawsuits to enforce the county and federal flood plain regulations in Brazos County (the "matter"). This will include filing a civil lawsuit and obtaining a judgment addressing the violations of each landowner. We have agreed that our fee for these services will not exceed \$25,000.00 unless approved in advance by you.

The Firm's representation is limited to the above-referenced Matter and the Firm has not been retained to represent you generally or in connection with any other matter unless we modify this engagement letter by subsequent engagement letters. Additionally, you understand that the Firm has been retained to provide legal services, not business or financial advice or services.

As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express warranties concerning this Matter, and disclaim any implied warranties concerning the Matter.

Attorneys like other professionals who advise on personal financial matters, may be required by a federal law such as the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services we provide to assist our client with their professional needs and in some cases, to comply with professional guidelines.

At the end of our representation, please let us know if you need any documents from our files. We will retain documents for ten (10) years and then destroy them in accordance with our record-retention policy then in effect.

If any question should arise regarding our bills, invoices, or expenses, please call us promptly so we can discuss the matter. Our hourly rates do not include any interest for slow payment. Because of this and the fact that we do not include a service charge for late payments, we must insist that our clients pay their bills promptly.

We will place these funds in a State Bar of Texas Interest on Lawyers' Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation by law.

Costs and Expenses

Court costs, deposition costs, duplication costs, long distance telephone expenses, consultant's fees, and other professional fees incurred on your behalf will be paid directly by you, or when advanced by the Firm, will be borne by and paid for by you upon receipt of a statement for said expenses. Certain expenses will be forwarded to you for payment directly.

Billing and Payment

The Firm will provide to you at monthly intervals an itemized statement setting forth in reasonable detail all advances for the above-mentioned expenses and a description in reasonable detail of all work performed on your behalf in this Matter with the cost for services performed. Full payment is due on receipt of the statement for current fees and expenses.

Conflicts of Interest

One of the most important factors that we must consider in accepting a representation is whether the representation will create a conflict of interest with any existing client of the Firm. If we discover such a conflict after we have begun representing you, we may be disqualified from continuing to represent you. You acknowledge that it is very important for you to consider all the interests that are involved in the Matter underlying the representation and that you have fully advised us in that regard. If we, in our judgment and discretion, determine that conflict of interest

does exist, we will notify you and all other affected clients in writing, and will proceed in a manner consistent with the ethical standards contained in the Texas Disciplinary Rules of Professional Conduct (the "Disciplinary Rules").

We have reviewed our client relationships and determined that there does not presently exist a conflict of interest that would affect our representing you or consulting with you in this Matter. In the event a conflict does arise involving our consultation to you or representation of you, we will disclose it to you and determine if such conflicts can be waived. If waiver is not an option, we will recuse ourselves from involvement with respect to the particular matter creating the conflict. However, nothing will prevent our continued representation of a party on matters unrelated to the matter subject to conflict.

No Oral Modification

You agree that this attorney-client agreement will not be modified by any oral agreement; instead, all modifications of this agreement must be in writing and signed by West, Webb, Allbritton & Gentry, P.C. and you.

Agreement Binding

You agree that this attorney-client agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Texas Law to Apply

This agreement shall be interpreted and construed according to the laws of the State of Texas, and all obligations of the parties are performable in Brazos County, Texas. This agreement is to be performed in Brazos County, Texas, although the litigation involved may be tried in a different county.

Legal Construction

In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this agreement shall be construed as if such invalid, illegal, or unenforceable provision did not exist.

Prior Agreement Superseded

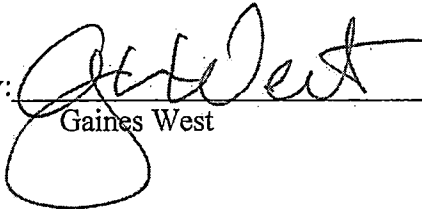
This agreement constitutes the only agreement of the parties and supersedes any prior understandings, either written or oral, between the parties respecting the subject matter set forth herein.

Conclusion

Once again, West, Webb, Allbritton & Gentry, P.C. is pleased to have this opportunity to work with you in this Matter. If you have any questions or concerns about any of the above, please contact us as soon as possible. If this letter accurately reflects our agreement, please sign the enclosed copy of this letter and return it to me along with the check and a copy of your contract. This document contains the entire agreement of the parties herein. Please feel free to contact the Firm if you have any questions.

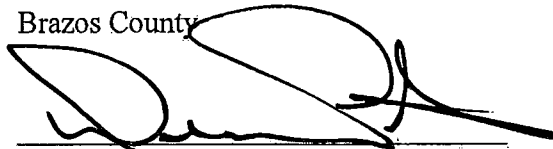
Very truly yours,

WEST, WEBB, ALLBRITTON & GENTRY, PC

By: 
Gaines West

AGREED AND ACCEPTED:

Brazos County



Judge Duane Peters
Brazos County Judge

Date

3/2/21