

CRENSHAW, DUPREE & MILAM, L.L.P.

ATTORNEYS AT LAW  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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JAS. H. MILAM (1911-1994)

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Texas Board of Legal Specialization  
Certifications:  
++ Estate Planning & Probate Law  
+ Oil, Gas & Mineral Law  
^ Personal Injury Trial Law  
# Family Law

January 24, 2022

**VIA EMAIL – Jennifer Irlbeck (jirlbeck@lubbockcounty.gov)**

Hon. Curtis Parrish  
Lubbock County Judge  
P.O. Box 10536  
Lubbock, Texas 79408

Re: Engagement of Services Agreement

**ENGAGEMENT OF SERVICES AGREEMENT**

Dear Judge Parrish:

This letter is intended to be an Engagement of Services Agreement, wherein you have requested to retain this law firm to assist The County of Lubbock, (hereinafter “Client”), with easement acquisitions and potential eminent domain work and to represent you in all matters related to same.

Pursuant to the recent conversations between Neal Burt and Jennifer Irlbeck, Assistant District Attorneys, Jennifer Davidson, Public Works Director, and this firm, you have requested that this law firm assist The County of Lubbock, (hereinafter “Client”), with the Client’s legal work in connection with acquiring easements and license agreements, potential eminent domain actions, resolving title issues in connection with acquiring easements, and other related tasks. This letter will formalize the Client’s agreement to retain the services of Crenshaw, Dupree & Milam, L.L.P. (“CD&M”) as follows:

**Hourly Rates & Expenses**

CD&M Partner Amber Miller will serve as the primary contact for the County and lead billing attorney for all work pursuant to this Agreement. The billing rates for work on this file will be as follows:

Partners \$300.00 per hour  
Paralegals \$90.00 per hour

### **Expert Fees/Expenses**

In the event that a consulting and/or testifying expert is retained, it will be the Client's responsibility to pay the expert's fees and expenses. We will consult with you before retaining the services of any expert.

### **Favorable Outcome Not Guaranteed**

CLIENT UNDERSTANDS THAT NO ATTORNEYS OF CD&M HAVE MADE ANY REPRESENTATION CONCERNING THE FAVORABLE OUTCOME OF ANY LEGAL ACTION THAT IS OR MAY BE FILED, AND HAVE NOT GUARANTEED THAT CD&M WILL OBTAIN REIMBURSEMENT TO CLIENT OF ANY OF THE FEES, COSTS, AND/OR EXPENSES INCURRED BY CLIENT IN THE PROSECUTION OR DEFENSE OF SAID CLAIM OR CLAIMS.

### **Withdrawal of Representation**

CD&M may withdraw from Client's representation in this matter when any of the following factors is present:

- (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
- (2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes may be criminal or fraudulent;
- (3) the client has used the lawyer's services to perpetrate a crime or fraud;
- (4) a client insists upon pursuing an objective that the lawyer considers repugnant or imprudent or with which the lawyer has fundamental disagreement;
- (5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services, including an obligation to pay the lawyer's fee as agreed, and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- (6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or
- (7) other good cause for withdrawal exists. Good cause includes, but is not limited to: (i) failing to timely respond to requests for documents/information; (ii) failing to

meaningfully participate in the defense or prosecution of the case; or (iii) participating in any hearing or deposition while under the influence of drugs or alcohol.

As a condition precedent to acceptance of employment by CD&M, Client agrees to cooperate and comply fully with all reasonable requests by CD&M on any matter encompassed by or made the basis of this document, including prompt payment of fees, costs, and expenses on the occurrence of any of the events set out in this document.

In the event of withdrawal from employment, CD&M will take reasonable steps to avoid foreseeable prejudice to the rights of Client, including giving due notice to Client, allowing time for employment of other counsel, delivering to Client all papers and property to which Client is entitled, and complying with the applicable laws and rules.

CD&M shall withdraw if discharged by Client. Such discharge shall be communicated in writing to CD&M. If permission for withdrawal from employment is required by the rules of the court, CD&M shall withdraw upon permission of said court.

**Choice of Law and Venue**

In the event that litigation arises out of this Engagement of Services Agreement, venue shall only be in the District Court of Lubbock County, Texas or in the United States District Court for the Northern District of Texas, Lubbock Division. Texas law shall govern all terms of this agreement. This agreement is performable in Lubbock County, Texas.

**Entire Agreement of the Parties**

This Engagement of Services Agreement sets forth the entire agreement between the Client and CD&M. By signing below the Client acknowledges that he has read the agreement in its entirety and agrees to each term. The Client also agrees that he has had the opportunity to consult with another attorney concerning the terms of this agreement before they are signed by him. By signing this agreement the Client acknowledges that he voluntarily accepts each and every term and understands them.

Sincerely,




Amber S. Miller

AGREED:

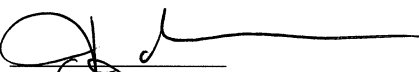
Dated February 14, 2022

**COUNTY OF LUBBOCK**

By:   
Hon. Curtis Parrish, Lubbock County Judge

Approved as to Form Only:

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Jennifer Irbeck  
Lubbock County District Attorney's Office  
Civil Division