



BLAIES & HIGHTOWER, L.L.P.

Brian K. Garrett

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August 20, 2024

Commissioner's Court
Administration Building
100 E. Weatherford, Rm 502-A
Fort Worth, Texas 76196-0609

Re: Attorney Engagement Letter

Dear Judge O'Hare:

I am writing to confirm that Blaies & Hightower, L.L.P. (the "Law Firm") and Tarrant County, Texas (the "County") agree that the Law Firm will, upon approval by the Tarrant County Commissioners, represent Officer Elijah Marez (the "Client") in his individual capacity. The County shall be responsible for all bills associated with his matter.

The Law Firm's representation shall include the following matter:

Defend the Client in the lawsuit filed against him styled *Anthony R. Johnson, Sr., et al. v. Tarrant County, Texas, et al., Civil Action No. 4:24-CV-686, in the United States District Court for the Northern District of Texas, Fort Worth Division.*

Scope of Engagement: The Law Firm is authorized to represent the Client in this matter and to appear on the Clients' behalf before courts, arbitration panels, or similar authorities as may be required to represent the Client. Except as may be limited by the attorney-client privilege, the Law Firm agrees to keep the County apprised of the status of the case as the case progresses.

Services and Rates: The legal services to be provided by the Law Firm include, but are not limited to, conferences (both in person and by telephone), correspondence, research, analysis, investigation, preparation of legal documents, meetings with parties, witnesses, and other necessary persons, negotiations, trial and hearing preparations, appearances in court and in mediation, and all related work required to represent the Client properly in this matter.

The rates for legal services provided by the Law Firm are as follows:

\$295 per hour for attorney services rendered by Brian K. Garrett or other attorneys at the Law Firm. Additional expenses as may be required to represent the Client may be charged to the County, including but not limited to court costs, filing fees, postage and copy charges, courier

fees, costs to create exhibits, expert and consultant fees, and other reasonably necessary items. **The Law Firm, however, will not hire outside experts or consultants, will not incur travel expenses, and will not incur any other substantial expense without the County's prior approval.** The Law Firm will work with counsel for the County in this lawsuit pursuant to joint defense and common interest privileges to the extent ethically possible in order to benefit both clients and in order to avoid duplication of efforts and to reduce costs. The County understands that the Law Firm's ethical duty of loyalty is solely to the Client.

The Law Firm agrees to keep track of time and to submit redacted bills on a periodic basis for payment. Time will be billed in 1/10th increments.

The Law Firm shall use all reasonable means, including the utilization of dispositive, pretrial motions, to resolve this matter at a total cost of \$30,000.00. In the event the billing reaches \$30,000.00, the Law Firm shall brief the Tarrant County Commissioners Court on the budget and request an additional reasonable amount to complete the matter.

NOTICE TO CLIENTS: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Offices of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

Agreed and effective as of this _____ day of _____, 2024

Sincerely,



Brian K. Garrett

AGREED:

Tim O'Hare, County Judge
TARRANT COUNTY, TEXAS



Elijah Marez

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.