

**Sedgwick**<sub>LLP</sub>

*Alan Glen*  
*alan.glen@sedgwicklaw.com*

September 18, 2012

*Via Email – [gboyd@wilco.org](mailto:gboyd@wilco.org)*

Gary D. Boyd

Williamson County Conservation Foundation

File No.: 11778-000001; Williamson Conservation Foundation

Dear Gary:


Please note that I have recently changed law firms and my new contact information is as follows:

**Sedgwick, LLP**  
**919 Congress Ave., Suite 1250**  
**Austin, Texas 78701**  
**[alan.glen@sedgwicklaw.com](mailto:alan.glen@sedgwicklaw.com)**

In that regard, enclosed please find an engagement letter setting out the terms of my representation of Williamson County Conservation Foundation. Please review and sign in the space provided. Once executed, please return via email at the email address referenced above.

If you have any questions regarding this matter, please do not hesitate to contact me at the above-referenced number.

Very truly yours,

  
Alan Glen  
Sedgwick LLP

AG:jf  
Enclosure



*Alan Glen*  
512.481.8400  
*alan.glen@sedgwicklaw.com*

September 18, 2012

**Attorney-Client Privileged**

*Via Email (gboyd@wilco.org)*

Gary D. Boyd  
Director, Environmental Programs  
Williamson County Conservation Foundation

Re: Engagement and Fee Agreement for Legal Services  
File No.: 11778-000001

Dear Mr. Boyd:

This letter confirms that you have retained Sedgwick LLP ("Sedgwick" "we" "us" or "our") to represent and advise Williamson County Conservation Foundation ("Client" "you" or "your") as legal counsel. This letter agreement sets out the scope of the legal services for which you have retained us and the terms and conditions of our representation.

**Scope of Engagement.** We will represent you with respect to various environmental matters including the Williamson County Regional Habitat Conservation Plan and the potential listing of four central Texas salamanders.

For purposes of this engagement, we will be representing you only, and all duties and responsibilities created and imposed by this agreement shall be owed solely to you and we will not be deemed to represent the interests of any of your affiliates, subsidiaries, parent companies, joint ventures, officers, directors, partners, principals, investors or employees (collectively, "Your Affiliates"), unless otherwise agreed to in writing. Accordingly, we will be free to represent other firm clients adverse to or involving Your Affiliates or their interests. Unless otherwise agreed in writing, the terms of this letter also will apply to any additional matters we agree to handle on your behalf or at your direction.

**Fees and Rates.** You agree to pay our fees for services, which are primarily determined by multiplying the number of hours we spend working on your matter by the hourly rates then in effect for the professional providing such services. Currently, the hourly rates for the legal assistant likely to perform services for you will be \$100.00 per hour. We review our hourly rates annually and any changes normally become effective on January 1. I will be primarily responsible to represent you. My current hourly rate is \$250.00. Associate rates will be billed at \$150.00 per hour. It may be necessary or desirable, from time to time, to use other professionals and personnel employed by or associated with us to perform the services you require.

**Payment of Costs.** You agree to pay all out-of-pocket costs incurred in providing the subject legal representation in connection with any legal proceedings. You will be responsible for the actual fees and expenses on the basis described in this agreement. Further, your obligation to pay such fees and expenses is not contingent upon successful completion of any project.

Those types of out-of-pocket costs will include, but not be limited to: Process server fees, court reporter and transcript costs and fees, substantial messenger and other delivery fees, jury fees, demonstrative exhibits, and expert and consultant fees.

- a. **Common Costs and Expenses.** Common costs and expenses include long distance telephone calls; fax charges; messenger and other delivery fees; postage; parking and other local travel expenses; photocopying and other reproduction costs; charges for research computer time, such as LEXIS and WESTLAW; fees assessed by courts and other agencies; and similar items will be reflected on Sedgwick's monthly invoices.
- b. **Out of Town Travel.** You agree to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by Sedgwick personnel.
- c. **Experts, Consultants, and Investigators.** To aid in preparing the above-referenced matter, Sedgwick may need to retain expert witnesses, consultants, or investigators. Sedgwick will recommend the retention of experts or investigators for your approval to evaluate and analyze technical issues, to report on the facts of this matter, and to testify, if necessary, at trial, or both. Sedgwick will not retain any experts or incur significant expert expenses without your prior approval. While the experts or investigators will report to Sedgwick, they shall be deemed employed by you, not by Sedgwick for purposes of the payment of their fees and costs. They may present invoices for their services to Sedgwick, and after Sedgwick reviews them for accuracy, Sedgwick will forward the invoices to you for direct payment. You agree to pay their fees and charges provided the bills are submitted timely to you.

**Billing Policies and Procedures.** We submit bills on a monthly basis shortly after services are rendered so you will have a ready means to monitor the expenses you are incurring. Our bills itemize the services performed by date, time required, and the professional performing the services. Payment is due within thirty (30) days of your receipt of the bill. If in the course of our representation we anticipate a significant increase in the level of our activity on your behalf, we may bill you on a basis more frequent than monthly. If you believe the expenses are mounting too rapidly, please contact us immediately so that we may discuss and evaluate your options. When we do not hear from you, we assume you approve of the overall level of activity on our part in this matter on your behalf. Sedgwick reserves the right to assess late charges on outstanding balances not paid within the terms agreed upon in this letter.

We understand that you may request that we submit our invoices electronically through a designated e-billing vendor. While we will endeavor to accommodate any such request, and have been able thus far to accommodate all electronic billing requests, we cannot guarantee that we will be able to comply with all of the technical or other procedural requirements of your designated vendor. We will consider any such request on a case-by-case basis, and conversion to e-billing shall remain subject to our mutual agreement. In addition, please note our submission to e-billing procedures will not alter our current billing cycle as explained above.

**Estimates.** You may from time to time receive an estimate of the fees and expenses likely to be incurred by you in connection with the services we are providing. An estimate is not a fixed fee and does not constitute a commitment by us to perform services for that amount or an obligation by you to pay that amount. The fees and expenses required ultimately are a function of many conditions over which we have little or no control and may be more or less than any estimate. You will be responsible for the actual fees

Gary D. Boyd

Re: Engagement and Fee Agreement for Legal Services

September 18, 2012

Page 3

and expenses on the basis described in this agreement. Further, your obligation to pay such fees and expenses is not contingent upon successful completion of any project.

**No Guarantee of Results.** Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

**Termination of Engagement.** Either of us can terminate this relationship at any time, but if we find it necessary to terminate the relationship, we will comply with applicable legal requirements and our ethical obligations to protect your interests in the process of withdrawing. Upon termination of this engagement, you will remain responsible for the payment of all fees and expenses incurred on account of the representation. You also agree that we may apply to the court or other tribunal to withdraw as your counsel in such matter(s) and you hereby consent to such withdrawal and to cooperate fully and promptly in freeing us of any obligation to perform further work, including the execution and delivery of a substitution of attorney form. In addition, you agree to immediately advise the appropriate court or tribunal of replacement counsel.

You also agree to pay us on the same basis as set forth above with respect to our fees and charges and for expenses incurred in responding to subpoenas, in testifying (and preparing testimony) by deposition or otherwise, and otherwise responding with respect to claims or demands relating to or arising out of the matters in which we have represented you, whether or not related to our services and whether or not we are then representing you in other matters.

**Client Files.** To save costs and improve efficiency, we intend to reduce the number of printed copies we will generate and store. That means that many client files will be “paperless” and that our files for your matter will be mostly or entirely electronic.

At the conclusion of your matters, we will typically send you a written notice that the matter is concluded and ask you what you want us to do with your file. A client always has a right, at all times, to ask for its file, papers, and property. Unless we hear otherwise from you, we will retain a copy of your file for seven (7) years after the matter is concluded and then will discard the electronic copy and any paper documents without further notice to you.

**Conflicts of Interest.** You understand and acknowledge that while Sedgwick is representing you, we may be asked to represent a client in connection with matters adverse to or involving your interests. Because of the size, geographical reach and the broad scope of Sedgwick’s legal practice, it is possible that lawyers in one or more of the firm’s offices or departments may now or in the future represent parties in matters in which their interests are adverse to those of you or your affiliates, or that have contractual or other dealings with Client. By executing this letter, you acknowledge that we may represent in the future, clients who directly, or through an affiliate, may be adverse to you or your affiliates. You hereby acknowledge and agree that you have no objection to our representing such clients adverse to you or your interests in connection with any matter not directly related to those matters for which we are representing or have represented you, and you waive any conflict of interest that may exist by virtue of any such adverse representation, provided that (i) any matter in which Sedgwick represents an adverse party is not substantially related to the firm’s work for Client, and (ii) if appropriate, an ethical wall is created to separate the other matters from the matters Sedgwick is handling for Client. This consent and waiver does not permit us to use any confidential

information obtained during the course of our representation of you in any matter, nor does it extend to our engaging in litigation, arbitration or other formal dispute resolution proceedings adverse to you without your consent.

We may have occasion to seek legal advice about our own rights and responsibilities regarding our engagement by Client. We may seek such advice from attorneys in our internal Office of the General Counsel who do not do work for Client or from outside attorneys at our own expense. You agree that any such communications and advice are protected by our own attorney-client privilege and neither the fact of any communication nor their substance is subject to disclosure to you. To the extent that we are addressing our own rights and responsibilities, a conflict of interest might be deemed to exist between us and Client, particularly if a dispute should arise between us. Client hereby consents to such consultation occurring and waives any claim of conflict of interest based on such consultation or resulting communications that would otherwise disqualify us from continuing to represent Client or from acting in our own behalf, even if doing so might be deemed adverse to the interests of Client.

**Arbitration.** We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship unmarred by disputes between us. In the event you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that most such problems can be resolved by good faith discussion between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussion between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration rather than by court action. Accordingly, both you and we agree to be bound by the Arbitration Provision attached hereto as Schedule A and incorporated herein by this reference.

**Retainer.** While we are not requiring a retainer at the outset of this engagement, we reserve the right to require a retainer in the future if we determine that circumstances so warrant. To the extent our final fees are less than the balance of your retainer, any excess will be returned to you. However, if there are outstanding fees and expenses due us for any other matters we may handle on your behalf, by signing below you acknowledge and agree that we may apply such retainer against any fees or expenses. Without limiting the foregoing, we may require retainers in advance to defray fees and expenses of third parties engaged by us on your behalf (such as experts, consultants, engineers, litigation support services and foreign counsel), which retainers will be applied to pay such third party charges on a current basis. Except as otherwise agreed by you, any retainers so delivered by you in respect of such third party charges will be applied exclusively to that purpose and not to the payment of our legal fees.

**Wire Transfer.** You may remit the retainer, if one is required for this engagement and any monthly payments to us via wire transfer as follows:

Bank	Citibank, N.A. One Sansome Street, 24 <sup>th</sup> Floor San Francisco, CA 94104
ABA No.:	321 171 184
Swift Code:	CITIUS33 (for international wires)

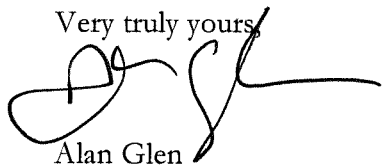
Account Name: Sedgwick LLP  
Account No.: 203277462  
Special Instr.: Attn: Alan Glen  
Ref: 11778-000001

**Effective Date.** This agreement will not take effect, and we will have no obligation to provide services to you, until you return a signed copy of this agreement, but the effective date of this agreement will be retroactive to the date we first provided legal services to you. Even if this agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction.

**Entire Agreement.** This letter reflects the entire agreement and understanding between you and the Firm. No amendment or modification to this agreement will be effective unless it is in writing and signed by both you and us. Facsimile signatures are as effective as original signatures.

If this agreement is acceptable to you, please sign, date and return this letter to me and keep a copy for your files. You may send it by facsimile to 512-481-8444 or as a PDF file attached to an email to alan.glen@sedgwicklaw.com. We appreciate this opportunity to be of service to you.

Very truly yours,



Alan Glen  
Sedgwick LLP

We hereby agree to retain Sedgwick LLP on the terms described above.

Williamson County Conservation Foundation

By: \_\_\_\_\_

\_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## Schedule A

### ARBITRATION PROVISION

Arbitration is a process by which both parties to a dispute agree to submit the matter to a judge or arbitrator who has expertise in the area and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court. Please note that you are free to discuss the advisability of arbitration with other counsel or advisors.

By signing this letter, you agree that, in the event of any dispute arising out of or relating to this agreement, our relationship, or the services performed (including, but not limited to, disputes alleging negligence, breach of fiduciary duty, fraud, or any claim based upon a statute), such disputes shall be resolved by submission to binding arbitration in Williamson County Texas before a neutral arbitrator in accordance with and under the rules of the American Arbitration Association ("AAA"), unless we mutually agree to another arbitration service (AAA or such other arbitration service being referred to as the "Arbitration Service"); provided however, that, in the event of any inconsistency between the rules and procedures of the Arbitration Service and the terms of this Agreement, the terms of this Agreement shall prevail. If we are unable to agree on an arbitrator, each party will name one arbitrator and the two persons so named will select a neutral arbitrator who will act as the sole arbitrator.