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Writer's e-mail: jim@ewbankharris.com

May 13, 2014

Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Legal Representation – Ronald Reagan Boulevard, North Phase IV Paving Repair
Dispute

Dear Mr. Hawes:

Thank you for asking us for our firm's proposed engagement letter for representation of Williamson County in relation to Williamson County's Ronald Reagan Boulevard, North Phase IV Paving Dispute.

This letter sets forth the proposed terms of the agreement by which we will represent Williamson County in this dispute. Please review it carefully and, if you have any questions or do not understand any part of it, please contact us to discuss it.

CLIENT

Our client in this matter will be Williamson County.

SCOPE OF ASSIGNMENT

We will represent Williamson County in connection with the defense of the claim regarding the failure to pay for warranty work on the paving on Williamson County's Ronald Reagan Boulevard, North Phase IV. We will also assist with the filing of and prosecution of motions and counterclaims, if appropriate, based on the facts and the applicable law.

We will request Williamson County's prior authorization to submit a claim, discovery requests, set depositions, file motions or to take any affirmative action on its behalf in the case when we estimate the total attorneys' fees for such tasks will exceed \$2,000. This agreement to request authorization, regardless of the amount of the attorneys' fees to be incurred, does not apply to any actions taken to respond to actions initiated against Client in the action. Notwithstanding the foregoing, by execution of this letter, Client authorizes the expenditure of an amount not to exceed \$10,000 to address the initial directives from me in this case in connection with responding to, investigating and advising as to the

viability of defending and asserting any claims. After the initial investigation, we will meet at least quarterly with the Commissioner's Court to report the status of the litigation and total fees spent during that quarter.

LEGAL FEES

In connection with all work performed as described in the Scope of Assignment above, we will charge the following:

Partners	\$325.00 per hour
Senior Associates	\$250.00 per hour
Legal Assistants	\$125.00 per hour

All time is billed in increments of 1/10 of an hour. All work done will be described in detail on the Firm's monthly invoices. The hourly rates set forth above and any subsequent adjustment in hourly rates will remain the same for each calendar year.

We reserve the right to assign other attorneys or staff to assist in the representation as is appropriate. Any additional attorneys or staff will charge rates similar to those set forth above based on their experience.

We charge for the following expenses:

Outgoing Facsimile.....	\$1 per page
Incoming Facsimile.....	No Charge
Photocopy	10¢ per page
Mileage Outside of Central Texas56¢ per mile
Travel Expenses	at cost

All of these expenses incurred in this matter will be described in detail on the Firm's invoice. These expenses are subject to adjustment based on current rates, including mileage based on the applicable federal rate.

Williamson County is encouraged to discuss any questions it may have about our invoices directly with us.

Expenses incurred in the matter in which we represent Williamson County from outside sources for certain expenses, such as deposition transcripts and expert fees, will be sent directly to Williamson County for payment.

Invoices for all work done and all expenses incurred in connection with this assignment, plus applicable tax, will be billed to Williamson County monthly. Payment in full is due within thirty (30) days.

We represent the Client as defined above and Williamson County will be solely responsible for the payment of the full amount of all invoices.

RESPONSIBILITIES

Williamson County agrees to fully and completely cooperate with us in connection with the representation described in this agreement.

Williamson County agrees to promptly provide to us all information known to them or available to them which is relevant to our representation of the County.

Williamson County also agrees to promptly pay all invoices for services and expenses as set forth above.

CONFLICT OF INTEREST

The Rules of Professional Conduct for Lawyers require that we give undivided loyalty to our clients. In general this means that a lawyer must either refuse to accept employment or discontinue employment for a client if the representation will be directly or substantially adverse to another client.

To fulfill our professional responsibility, we maintain a system for checking that a prospective representation will not be directly or substantially adverse to another client. We have checked that system and believe that we do not have a conflict of interest in accepting this assignment at this time.

By signing this agreement, Williamson County indicates that it is aware of no information that would cause us, by accepting this assignment, to be directly or substantially adverse to any another client at this time.

DOCUMENT RETURN AND RETENTION POLICY

Following the termination of this agreement for any reason, we will:

1. Return to Williamson County all original documents we received;
2. Maintain the rest of our file produced in connection with representing Williamson County for a period of seven (7) years from the date of our final invoice to Williamson County (not including reminder invoices), at which time the entire file shall be destroyed and an electronic record made of the fact of and the dates of our representation.

NO GUARANTEES

We make no guarantees about the outcome of any assignment. Any expressions by us about an assignment, either now or in the future, are only expressions of opinion and not guarantees of an outcome.

TERMINATION OF AGREEMENT

Either Williamson County or Ewbank & Harris, P.C. may terminate this agreement at any time. Termination of this agreement either by Williamson County or by us may be for

any reason. Among any other reasons, we may terminate this agreement for the failure to receive the payment of any invoices from an outside service or to pay all amounts due as set forth on invoices sent pursuant to this agreement.

Upon termination of this agreement either by us or by Williamson County, all costs associated with the termination of this agreement such as copying costs for the transfer of files, the return of documents and all other such costs shall be billed to Williamson County on the final invoice which will be sent to Williamson County as soon as possible after the termination hereof. Upon termination of this agreement all amounts due from all invoices sent to Williamson County pursuant to this agreement are immediately due and payable.

Upon termination of this agreement, Williamson County agrees that we may promptly withdraw from any legal matter as attorneys for Williamson County and that Williamson County will do all things reasonably necessary to assist us in doing so. In that event, we will mail Williamson County a copy of the motion to withdraw to the address listed above. The signature on the enclosed letter by Williamson County will serve as consent to our withdrawal at that time.

GOVERNING LAW

The laws of Texas shall govern this agreement.

If Williamson County agrees with the terms of this agreement, please sign below in the space provided on a copy of this letter. Please return the signed copy to us as soon as possible.

If you have any questions or wish to discuss any of these matters, please call us. Thank you for the opportunity to work with you.

Very truly yours,

EWBANK & HARRIS, P.C.

By: 

Jim Ewbank

Agreed: Williamson County

Dan Gattis, Sr.
County Judge

Date