



ALMANZA, BLACKBURN & DICKIE LLP  
—ATTORNEYS AND COUNSELORS AT LAW—

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November 5, 2015

***Via Email***

Commissioners Court of Williamson County  
c/o County Judge Dan Gattis  
Georgetown, Texas

Re: *Lloyd et al v. Williamson County et al*; CIVIL ACTION NO. 1:13-cv-505-LY

Dear Judge Gattis:

This letter will confirm the engagement of Almanza, Blackburn & Dickie, LLP (the “Firm”) by Williamson County, through its Commissioners Court, to perform legal services for County Judge Dan Gattis in the above referenced matter. This letter also sets forth the terms upon which the Firm will provide legal services for you in the above referenced matter and the manner in which we will charge for services rendered and costs and expenses incurred.

Although we will endeavor to achieve a satisfactory result in this matter on your behalf, it is understood that the Firm makes no promises or guarantees concerning the outcome, and cannot do so. Any expressions about the outcome are only opinions.

Our hourly rates for attorneys or other members of the professional staff are based on years of experience, degree of specialization and level of professional attainment. These rates are reviewed periodically and are adjusted from time to time, typically every year. I will be responsible for representing you and my current hourly rate is \$250.00. Other attorneys in the Firm may assist with the case and their rates range from \$175.00 to \$250.00 an hour. Further, the Firm’s legal assistants’ hourly rates are \$75.00 an hour.

It is the Firm’s policy to receive a retainer on litigation matters. At this time, the Firm will not require a retainer. However, depending on the development of this matter, the Firm may in the future require you to deposit a retainer. You are notified that all funds deposited in the Firm’s trust account, including any retainer, draw interest. The interest is paid by the Depository to the Texas Equal Access to Justice Foundation under Order from the Texas Supreme Court. This Firm receives no benefit from the Foundation except those benefits which all Texas citizens receive as a result of the Foundation’s work.

With respect to our charges for legal services, many factors are taken into account before our statement is rendered. All statements are reviewed before they are issued to ensure that the amount charged is appropriate. The principal factor in the determination of our charges is the amount of professional time spent on the matter. The statements for our legal services are the

product of the hours worked multiplied by the hourly rates in effect at that time for the attorneys and legal assistants performing the services.

In discharging our responsibilities, it may be necessary for us to incur travel related expenses such as travel, lodging, and meals. Additionally, we may incur costs and expenses for various items such as photocopying, computerized legal research, and delivery services. Finally, all filing fees paid by us in connection with our representation will be charged to you. All the charges mentioned above will be separately itemized on our statements.

In cases where costs and expenses are incurred for outside services (such as expert witness fees, deposition transcripts, fees charged by governmental agencies for certificates and copies of records, special photocopying projects and the like) exceed \$200, we may forward the vendor's statement directly to you for payment. These invoices must be discharged by you in due course.

Our statements generally will be prepared and mailed during the month following the end of the monthly billing period during which the services are rendered and the costs and expenses are incurred. Our statements are due upon receipt, and are payable at our offices in Austin, Travis County, Texas. You acknowledge that if for any reason you fail to or become unable to pay the invoice(s) of the Firm or if you become more than thirty (30) days past due in paying the invoices submitted by the Firm, the failure or inability to pay the Firm's invoices shall permit the Firm to withdraw from representing you consistent with our ethical obligations and applicable judicial requirements or the Firm may cease performing services for you until satisfactory arrangements for payment have been made.

We have reviewed our client/matter information against the information provided by you, and to the best of our present knowledge, we are not aware of any actual or potential conflict with the Firm proceeding with the representation of you in this matter.

This engagement restricts the Firm's future ability to take a position adverse to you in a related legal matter. The Firm represents a broad base of clients in a wide variety of legal matters. As a result, it is possible that in a future legal matter unrelated to this engagement, you could be in a position adverse to another Firm client. You agree that the Firm may represent other clients whose interests are adverse to you including in litigation, business negotiations, transactions or other legal matters, provided such other representation (i) is not substantially related to the Firm's representation of you in this engagement and (ii) would not result in the Firm's use, on behalf of another client, of any confidential information or data concerning you which is made available to the Firm during this engagement.

In the event you ask the Firm to represent you on other matters unrelated to the matters described herein, such as the filing of other lawsuits, and the Firm agrees to do so, such representation shall be subject to the terms and conditions of this engagement letter unless you and the Firm execute separate engagement letters covering such items.

The Firm has a document retention policy with respect to client files. Subject to certain exceptions, once a file is closed in a particular matter, it is the Firm's policy to retain the file for a minimum of five (5) years, after which time it will be destroyed.

The laws of the State of Texas shall govern the validity, construction, and enforcement and interpretation of this Agreement. This Agreement contains the entire agreement between you and the Firm regarding the matters described herein, and the fees, charges and expenses to be paid relative hereto, and supersedes all prior oral or written agreements in respect thereto. You and the Firm and or their respective legal representatives, successors and assigns, may only amend this engagement letter in writing. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, and together shall constitute the same Agreement.

You have the right to terminate our services at any time. We will have the reciprocal right, with or without cause, subject to our obligation to give you reasonable notice so that you can arrange for alternative legal representation. Should the attorney client relationship be terminated by either party, all fees and expenses that are incurred up to that point in time shall be paid by you within thirty (30) days of the notice of termination. Any controversy or claim arising out of or relating to this agreement, or the services rendered and/or attorneys' fees and expenses charged pursuant to the Firm's attorney/client relationship with you, whether sounding in contract, tort, or statutory law, whether legal or equitable, shall be adjudicated by binding arbitration in Austin, Travis County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Please review this agreement carefully. If it meets with your approval, please execute this engagement letter and return it to my office.

We look forward to being of service.

Sincerely yours,



Martha S. Dickie

**APPROVED:**

Williamson County

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

Enclosure: State Bar Act Notice to Clients

## **NOTICE TO CLIENTS**

The State Bar of Texas investigates and prosecutes professional misconduct committed by attorneys.

Although not every complaint or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information please call (800) 932-1900. This is a toll free phone call.