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November 20, 2015

The Honorable Dan A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge Gattis:

On behalf of the Texas Public Policy Foundation's Center for the American Future, I am pleased to offer legal representation to Williamson County, Texas in federal district court litigation to seek delisting of the Bone Cave Harvestman from the Endangered Species Act on the basis that the United States Constitution does not permit federal regulation of this intrastate species. Should the Williamson County Commissioners Court agree to this representation agreement, the Foundation would represent the County in the aforementioned matter and proceed to file suit on behalf of Williamson County.

This offer encompasses representation at the trial court level only. A separate determination will be made regarding any possible appeals.

Our principal goals in representing Williamson County are to seek declaratory and injunctive relief to vindicate its rights under federal law and the United States Constitution. We will not seek monetary damages.

The Texas Public Policy Foundation (Foundation) is a tax-exempt nonprofit organization that champions market-oriented public policy. The Center for the American Future provides legal

representation on issues that advance the Center's mission. Accordingly, our representation is provided at no cost to the client.

By accepting this proposal, Williamson County agrees to provide us with accurate information necessary to effectively represent you in this matter.

Williamson County may be required to arrange for personnel to provide a deposition, to testify at trial, and/or to assist in the preparation of one or more affidavits. We will make every possible effort to minimize any burdens. Representatives from Williamson County are invited to attend all court hearings but will not be required to do so unless specifically called to testify.

We will keep the Commissioners Court informed of significant actions in the case and will be pleased to answer questions at any time. We welcome your questions and advice on all aspects of the litigation. However, the Foundation's attorneys will have sole discretion regarding legal claims, arguments, tactics, and strategy in representing you.

Our confidential communications are protected by the attorney-client privilege so long as they are not divulged to third parties. Communications between you and third-parties relating to the subject matter of this proposal are not necessarily privileged or confidential unless: a) we are a party to the communication; and b) the communication relates to legal consultations or the development of legal tactics and strategies. Please refer anyone making inquiries about the case to us.

We consider the court of public opinion to be important to our success. You may be asked to comment about the case to the media. You have complete discretion in deciding whether to do so, but we ask that you refer media inquiries to the Center's Director Robert Henneke.

Our legal representation is provided *pro bono*, i.e. at no cost to the client. The Foundation will bear its own attorneys' fees and costs to prepare and litigate the issues present in this case. Payment for the cost of miscellaneous expenses, such as filing fees and brief formatting and preparation, will also be paid by the Foundation. Additionally, we plan to seek reasonable attorney fees and costs from adverse parties in the event of a successful outcome at the administrative or trial court level, if such recovery is authorized by law. By accepting this offer, Williamson County agrees that all costs and fees awarded in this matter for service rendered by the Texas Public Policy Foundation's attorneys or litigation support personnel, if any, will be provided to the Texas Public Policy Foundation to assist in recouping its expenses and time on your behalf. The Foundation is relying on this promise in furnishing the services and incurring the costs contemplated by this agreement.

The Foundation, as an independent government watchdog and public interest organization, may have public policy interests that conflict with your interests. Furthermore, the Foundation's attorneys employed by the Foundation may simultaneously represent other governmental agencies and bodies, other private individuals and organizations, and public officials in matters

unrelated to the contemplated action. A conflict of interest may arise directly or indirectly from such simultaneous representation, as well as from our public policy interests, although the Foundation is currently aware of none.

If we perceive that a conflict of interest has arisen, we will endeavor to so advise you. At any time, you are free to retain separate legal counsel at your own expense to advise you about any possible conflicts or any other matter. You are encouraged to review the list of past and current cases, policy reports, investigations, and public policy issues involving the Foundation here: <http://www.americanfuture.com>. Our website is regularly updated with new policy reports, investigations, as well as new cases (including the identities of parties we simultaneously represent in unrelated matters). By accepting this proposal, Williamson County represents that it has checked our online listing for potential conflicts and will continue to do so periodically. You are also acknowledging that conflicts that may have arisen or could arise have been adequately disclosed.

By signing below, Williamson County acknowledges the foregoing disclosure and agreeing to waive any conflict or potential conflict of interest that may exist or arise between the Foundation's attorneys, you, your co-parties, and/or any other person(s) that are simultaneously represented by the attorneys employed by the Foundation, which arise or may arise as a result of conflicting interests unrelated to the contemplated litigation. Furthermore, you are agreeing to notify the Foundation's attorneys promptly in writing or by email communication of any objections you may have to our simultaneous representation of any person or to the Foundation's public policy interests.

You further agree that any timely objection to the Foundation's simultaneous representation of another person or entity will result solely in Foundation attorneys withdrawing from representing you; and that you will not object to Foundation attorneys' continued representation of any other party with respect to any litigation that is unrelated to the contemplated action. Furthermore, you agree that the Foundation will not abandon its public policy interests as a result of any timely objection; and that your sole remedy for any such objection is the termination of your continued representation by Foundation attorneys. Subject to those rules, we may terminate representation for good cause at any time. Likewise, you may terminate this agreement at any time and for any reason.

Within six months of a final decision by the trial court, we may dispose of case files. However, you are entitled to all of them if you request them during that period.

Finally, by signing below, you acknowledge that the attorneys employed by the Foundation strongly recommend that you seek independent legal counsel for guidance in regards to the meaning and significance of this disclosure and waiver, and you further represent that you have, in fact, consulted or knowingly waived consultation with independent legal counsel regarding the meaning of this agreement, and fully understand and agree with its provisions.

If this agreement is acceptable to you, please sign and return one copy and retain another for your records. On behalf of the entire Center for the American Future team, we very much look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Henneke". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert Henneke
Director, Center for the American Future
Texas Public Policy Foundation

The undersigned accepts the terms of representation as set forth above.

The Honorable Dan A. Gattis
County Judge
Williamson County, Texas

Date: _____