

SIEBMAN FORREST
BURG & SMITH, LLP
ATTORNEYS & COUNSELORS

CLYDE M. SIEBMAN
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

Federal Courthouse Square
300 North Travis Street
Sherman, TX 75090
Phone: 903-870-0070
clydesiebman@siebman.com

November 12, 2019

VIA ELECTRONIC MAIL

Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626
hhawes@wilco.org

Re: Williamson County, Texas; Issues Relating to Fair Defense Act & Local Implementation and Compliance

Dear Hal:

Let this confirm that Siebman Forrest Burg & Smith, LLP ("Firm") has been retained by Williamson County, Texas ("Client") to advise and represent Client on matters relating to the appointment and compensation of court appointed attorneys. We appreciate the opportunity to assist Client in this case.

This letter will confirm our mutual understandings and agreements regarding our Firm's provision of legal services to Client. If you have any questions, please do not hesitate to bring them to my attention.

The Firm's representation is limited to the representation of Client in the above-referenced matter and the Firm has not been retained to represent Client generally or in connection with any other matters unless we modify this engagement letter by subsequent signed letter of agreement. To the extent the Firm provides other legal services without a separate agreement, the terms and conditions of this agreement will apply unless and until modified. It is understood that Firm is being retained to provide legal services and that we are not responsible for providing business, financial, tax, or accounting advice to Client.

I will be the senior attorney handling this matter for Firm. Other attorneys may also work on this matter as we deem advisable. Firm also uses associates and legal assistants in providing professional services when we believe that their use will be of assistance and/or will reduce legal costs or improve efficiency. Firm's compensation for its services will be on a time and charges basis which is generally calculated as the time reasonably involved in performing various tasks

multiplied by the hourly rate of the attorney or legal assistant performing the service. I have agreed to reduce my standard hourly rate as an accommodation to Client and in recognition of Client's status as a governmental entity and the matter being non-federal in nature. Hourly rates for partner level and other senior attorneys in this matter, including me, will be \$395 per hour. Associates with the firm will have the hourly rate of \$295. The attorneys I envision working on this matter include partner Bryan Burg and Associate Becca Skupin as well as me. I reserve the option of using a senior Of Counsel attorney, Laura Lang, in place of Bryan Burg if the need arises or her use would be more appropriate. The rate for legal assistant's rate will be \$100 per hour. Firm will not adjust its billing rates for one year from the date of this letter. After that, we will notify Client promptly of any adjustments to our rates and will place any adjusted rates into effect only for work done after such notification and with Client's consent.

Firm submits statements for legal fees and reimbursable expenses on a monthly basis, or shortly after services are rendered or expenses incurred. Our intent is to keep Client informed so that Client can regularly monitor the fees and expenses incurred. If Client has questions or concerns about the fees and expenses, Client agrees to contact Firm promptly so the matter can be addressed in a timely manner. Unless Client promptly advises Firm otherwise, it is agreed that Client generally approves the level of representation in this matter and the reasonable and necessary nature of the invoiced charges. We respectfully request that the Client keep us informed of any issues that arise during the litigation and keep the lines of communication open.

Reimbursable expenses include, but are not necessarily limited to, filing fees, travel, postage, overnight or special couriers, court reporter costs, videographer fees, deposition fees, and expert witness fees. With respect to any major out of pocket expenses, Firm will confer with Client in advance and may submit statements for such expenses to Client in advance for payment. Significant expenses are not expected in this non-litigation matter.

Firm's statements for fees and expenses are due upon receipt, and are to be paid no later than 30 days after receipt. By entering into this attorney representation agreement, Client agrees to timely pay Firm's invoices for fees and expenses related to the representation. Client further agrees to work cooperatively with Firm and to provide complete and accurate information upon request. Firm reserves the right to withdraw from Client's representation in the event invoices are not timely paid. Law Firm also reserves the right to withdraw from representing Client if Client misrepresents or fails to disclose material facts or if Client fails to take the advice of Law Firm and in the opinion of Law Firm such failure undermines the attorney client relationship between Client and Law Firm or would result in Law Firm violating applicable rules of professional responsibility by continuing to represent Client.

It is important that Client understands that Firm cannot make and has not made any guarantee regarding the outcome of this representation. Nothing in this agreement and no statement by Siebman Forrest Burg & Smith, L.L.P.'s staff or attorneys constitutes a promise as to results, or a guarantee. Any statements by Firm about the outcome of litigation or other legal proceeding are expressions of opinions only.

The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with an attorney involves professional

misconduct, the Office of General Counsel of the State Bar of Texas will provide Client with information about how to file a complaint. For more information, please call 1-800-932-1900.

This agreement supersedes all prior oral and/or written agreements regarding Siebman Forrest Burg & Smith, L.L.P.'s representation of Client. This agreement can be amended and/or modified only in writing signed by the parties. Nothing in this agreement is intended or shall be construed as impermissibly waiving or limiting Firm's or its attorneys' professional obligations to Client or to the profession under the Disciplinary Rules of Professional Conduct adopted by the State Bar of Texas or any other law. This agreement shall be binding upon Client and Firm and our respective heirs, executors, legal representatives, successors and assigns.

Our law firm is honored to have the opportunity to represent Williamson County in this interesting matter. In the event Client desires any changes to the terms and conditions of the agreement, we are committed to working to accommodate any such reasonable requests. Otherwise, this correspondence will reflect the terms and conditions of our engagement.

With kindest regards, I am

Sincerely yours,

SIEBMAN FORREST BURG
& SMITH, LLP

By: _____

Clyde M. Siebman

Agreed:

Williamson County, Texas

By: _____

Printed Name: _____

Date: _____