

**THE LAW OFFICES OF RANDY T. LEAVITT**  
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July 29, 2020

Williamson County Commissioners Court  
Judge Bill Gravell  
Williamson County Courthouse, Suite 101  
710 S. Main St.  
Georgetown, TX 78626

Re: First Amended Legal Representation regarding matters related to *Troy Mansfield v. Williamson County*, Case: 1:18-cv-00049-ML in the United States District Court for the Western District of Texas; and other potential litigation matters as requested by the Court Williamson County Commissioners Court and its General Counsel

Dear Judge Gravell and County Commissioners:

Thank you for inviting our firm to represent you in connection with the above reference matter. I will be representing you in this matter pursuant to the following terms:

**Scope of Engagement and Services.** You have requested that I provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to the above referenced lawsuit and other potential litigation matters as requested by the Court Williamson County Commissioners Court and its General Counsel in advising, counseling, investigating the law and facts, and defending the County against the asserted claims in the aforementioned lawsuit and other litigation matters. I will be the primary attorney handling the representation in this matter but I reserve the right, however, to associate other attorneys either in my firm or outside my firm if I am not available to assist with this matter when necessary.

While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

**Fees.** I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other

representations. My hourly rate is \$500.00 per hour and I invoice in one quarter hour (.25) increments. I will be assisted on this case by Eric Nichols, Karson Thompson and other associates of the firm Butler | Snow, LLP and Ken Ervin of Leavitt | Tibbe | Ervin. Mr. Nichols will bill at the rate of \$500.00 per hour. Mr. Thompson will bill at the rate of \$350 per hour and Mr. Ervin at the rate of \$300 per hour. Any associates at Butler | Snow will bill at the rate of \$350.00. From time to time I may need to associate other attorneys on this matter but will not do so without the express written approval of the Williamson County Commissioners Court. I may also utilize law clerks and legal assistants on this case on such matters that do not require the time of an attorney. Such clerks or legal assistants will bill at the rate of \$150 per hour. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters. We endeavor to have a statement of services rendered on a monthly basis.

**Expenses.** I do not charge for such ordinary office expenses as long-distance, telephone calls and facsimiles. Other direct out of pocket expenses including but not limited to, investigators, experts, consultants, outside copying services, filing fees, delivery fees and travel expenses (outside Travis/Williamson counties)), are reimbursable.

**Attorney Work Product.** All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, I will not disclose any of the information or data to any person other than you without your express written consent.

**Retention of Files.** Upon the conclusion of your case, the originals and copies of the original documents that have been delivered to the firm in the discovery process of your case must be picked up within 30-days after the conclusion of this proceeding. If they are not, the firm reserves the right to dispose of the documents. You will have been supplied a copy of all pleadings, correspondence and most exhibits that were prepared or used in your case. The firm will maintain a digital record of much of the file. If you desire a copy of the digital file, you should advise the firm at the time your case is concluded.

**Termination of Representation.** You may terminate our relationship at any time by delivery of a written notice of termination to me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

**Standard of Conduct.** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is available at [http://www.txethics.org/reference\\_creed.asp](http://www.txethics.org/reference_creed.asp). We intend to abide by the Creed.

**Tax ID number.** For your reporting purposes, my tax identification number is 33-0999968 and Butler | Snow Tax identification number is 64-0331849.

The terms of this letter agreement may be altered only by a writing signed by each of us. Finally, this agreement shall be governed by and construed in accordance with the laws of the State of Texas. Mandatory venue of any case or controversy arising under or pursuant to this agreement shall be in Travis County, Texas.

The effective date of this agreement is September 25, 2019. Please review this letter and, if it meets with your approval, sign and return a copy to me. Should you have any questions regarding any terms of this agreement please do not hesitate to give me a call. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,

*/s/ Randy T. Leavitt*

Randy T. Leavitt

Agreed and accepted:

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Judge Bill Gravell, County Judge

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Date