

SNEED, VINE & PERRY

**A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ESTABLISHED 1926**

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**Board Certified – Construction Law
Texas Board of Legal Specialization**

April 19, 2021

Via Email: hhawes@wilco.org

Mr. Hal Hawes
General Counsel
Williamson County Commissioner's Court
740 Main Street, Suite 200
Georgetown, Texas 78626

Re: River Ranch County Park Development

Dear Mr. Hawes:

This letter sets out the terms of our engagement to represent you concerning the above referenced matter. As I understand our assignment, you have asked that we review the Contract Documents and take all necessary actions against Ritter, Botkin Prime Construction Company, Inc. and/or Design Workshop, Inc. and their bonding companies relating to defects on the project and the general contractor's failure to complete the project in a timely fashion.

I will be primarily responsible for representing you in the above matters. While I will have the principal day to day responsibility for representing you, I may utilize other attorneys and legal assistants in our office for assistance when I consider it necessary or beneficial.

The principal purpose of this letter is to explain our firm's billing practices. In doing so, we invite your questions to ensure that we have a full understanding on these matters.

Our legal fees are based primarily on the time spent on particular matters, but may be increased or decreased to reflect the difficulty of the matter involved, the degree of expertise required, unusual time demands, extraordinary results obtained, and other unusual considerations. My billing rate is \$375.00 per hour. I charge in quarter-hour increments. Our current rates are \$290.00 per hour for associate attorneys (primarily Ian Todd), and \$325.00 - \$400.00 per hour for our shareholders. I do not anticipate using another shareholder on this file, but Wayne Sanders also litigates with me on select cases. His rate is \$360.00 per hour. We also utilize legal assistants and their time is currently

Mr. Hal Hawes
General Counsel
Williamson County Commissioner's Court
April 19, 2021
Page 2

billed at \$150.00 per hour. Historically, these rates have been adjusted by the firm on an annual basis effective January 1.

Each of our attorneys maintains time records of the services performed for each client. This results in a monthly statement showing the work performed and the dollar amount charged. In addition, it may be necessary for us to incur additional expenses on your behalf for experts, long distance telephone calls, travel, lodging, meals, and the like. We also charge for ancillary services such as photocopying, word processing, computerized legal research, and staff overtime when we consider that work necessary. These items are shown on our monthly invoices as "Costs Advanced." Applicable sales taxes, if any, will be billed as "Tax" on the monthly invoice.

Our bill is due upon its receipt; thus we ask that you endeavor to pay it as promptly as possible. Payments due us in the course of our representation are to be paid and are due in Travis County, Texas. If any bill remains unpaid after forty-five (45) days, then I must seek the approval of the Board of Directors before further work will be performed.

It is our practice to request the payment of a retainer, but no retainer will be charged to Williamson County.

You have the right to terminate our representation at any time. We reserve the right, as we do with all of our clients, to suspend or terminate any work in progress in the event timely payment is not made on monthly statements. If disputes arise that interfere with our ability to effectively or objectively represent you and are not resolved timely, or if billing disputes arise that are not timely resolved we reserve the right to refrain from further representation. In that event, you agree, on request, to execute written consent to such withdrawal. Upon any such termination and our presentation of a final bill, all fees and costs previously advanced will be due.

Our firm currently and from time to time represents landowners in condemnation cases against the County. Under the State Bar Rules, our firm's representation of the county in this case might possibly be construed as a conflict of interest as to our representation of landowners in condemnation cases here in Williamson County absent your consent that Sneed Vine & Perry, P.C. and the attorneys that make up the firm to continue to handle condemnation cases during our representation in this matter. Your consent is required for us to be able to assist you in this matter. Mr. Hawes should be able to advise you separately as to whether this creates a problem for the county. Otherwise, this letter will serve as your consent and waiver of that potential conflict.

We are looking forward to representing you in the above matters. If, after your review of this letter, it meets with your approval, we ask that you sign and return a copy to us.

Mr. Hal Hawes
General Counsel
Williamson County Commissioner's Court
April 19, 2021
Page 3

Very truly yours,

SNEED, VINE & PERRY, A PROFESSIONAL
CORPORATION



By: _____
Christopher Stanley

The county agrees to retain Sneed, Vine & Perry, a Professional Corporation, on the foregoing terms.

Bill Gravell, Jr., County Judge