



December 13, 2021

Williamson County, Texas
C/O: The Honorable Doyle “Dee” Hobbs, Jr.
Williamson County Attorney
405 M.L.K., Suite 229
Georgetown, Texas 78626

Re: Engagement Letter

This letter is to confirm that our Firm has undertaken to **represent the interest of Williamson County as a Special Prosecutor to the Williamson County Attorney in advocating under the statutory authority granted the Williamson County Attorney to enjoin and permanently restrain the City of Austin from using the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for the purpose of operating temporary or permanent residential housing of homeless individuals at such location in Williamson County, as well as to seek any other relief available at law or in equity.**

Legal work of this nature is done on an hourly basis. My hourly rate is \$350/hour, and I will be the primary attorney working on your matter. Legal bills will be sent to you at the end of each month and will be due and payable within 30 days thereafter. There is a **\$0.00** amount due at the outset of this matter.

To begin our representation, please confirm the agreement to the terms set forth in this engagement letter and the accompanying Representation Memorandum by providing us with a signed copy of the attached Representation Memorandum.

I am pleased to have this opportunity to represent the interest of Williamson County and look forward to working with you.

Very truly yours,

Marc K. Whyte



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Client Representation Memorandum

This Memorandum sets forth the terms and conditions under which **Whyte PLLC** (the “Firm”) has undertaken the representation described in the accompanying engagement letter. We recommend that you obtain separate and independent counsel to review and provide you with advice regarding this agreement. If, after reviewing this document, the Client has any questions, please feel free to discuss them with us.

1. **Scope of Representation.** The Firm undertakes to represent **the interest of Williamson County as a special prosecutor for the Williamson County Attorney, as acknowledged by the Commissioners Court for Williamson County, (hereinafter “the Client”) at your request in connection with the matters described in our engagement letter.** In the event that the Client requests us to undertake additional matters for the Client or that the scope of our representation is expanded, such additional representation will be governed by the terms and conditions of this agreement unless we mutually agree otherwise. Our representation will be deemed concluded at the time that we have rendered our final bill for services on the matter described in our engagement letter or any such additional matters.

Unless modified by our engagement letter, our representation is limited to the person or entity to whom the engagement letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. Our Firm’s representation of a corporation, partnership, joint venture, trade association, or other entity does not include a representation of the interests of the individuals or entities that are shareholders, directors, or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization. In the case of such representation, the Firm’s professional responsibilities are owed only to the person or entity that is the client of the Firm, there is no attorney-client relationship between the Firm and such related person or entity, and no conflict will be asserted by the Client because we represent clients with interests that are adverse to persons or entities that have a relationship with the Client. In those instances in which we also represent individual employees, shareholders, partners, parents, subsidiaries, affiliates, or other related entities, such representation is the subject of a separate engagement letter.

2. **Fees for Legal Services.** The fees for this matter are set forth in the Engagement Letter, and cannot be revised unless done so in writing. Simply put, the Firm has agreed to take on this matter on an hourly basis at a rate of **\$350 per hour.**

3. **Costs and Expenses.** Certain costs and expenses incurred by us on the Client’s behalf will be recoverable by the Firm. These costs include, but are not limited to, long-distance telephone charges, photocopying charges, courier and overnight delivery charges, travel (including mileage, parking, airfare, lodging, meals and ground transportation), facsimile transmission, filing fees, witness fees and reimbursement for the cost of any third parties described below to the extent such costs are paid initially by the Firm. During the course of our representation, it may be appropriate to hire third parties to provide services on the Client’s behalf. These services may include consulting or testifying experts, investigators, videotape services and court reporters. Although the Firm may assume responsibility for retaining the appropriate service providers, the Client will be responsible for paying all fees and expenses at the conclusion of the representation, with the expenses being repaid to the firm from any settlement or verdict that is reached.

4. **Relationship With Other Clients.** Because the Firm has a large nationwide litigation practice, we frequently represent a number of clients that are competitors, customers or

suppliers, or have other commercial, and at times legal, interests that are adverse to one another. It is possible that during the time we are representing the Client, another client may have disputes with the Client that are unrelated to the matters we are handling for the Client.

You/Client agrees that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for the Client, where the interests of such other clients in those matters are adverse to the Client. The Firm agrees that it will undertake such representation only if there is no substantial relationship between any matter in which we are representing or have represented the Client and the matter for the other client. And, the Firm will take steps to ensure that any confidential information that we have received from the Client will not be available to the lawyers and other Firm personnel involved in the representation of the other client. If these conditions are satisfied, the Client agrees that we may undertake the adverse representation, and that all conflict issues will be deemed to have been waived by the Client.

5. **Termination.** Upon termination of our representation, the Client's papers and property will be returned to the Client. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and a copy of internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers on the matter. At the Client's request, such work product will be promptly supplied to the Client upon receipt of payment for outstanding fees and costs.

6. **Problem Avoidance - Dispute Resolution.** Although we do not expect any disputes to arise, this paragraph shall apply in the unlikely event of any disputes, including but not limited to disputes regarding, arising from, or related to (directly or indirectly): our representation or relationship and any inducement to enter such relationship or this agreement, this agreement or client representation memorandum, this dispute resolution clause, the interpretation, validity, scope, or breach of any duties or this agreement or provision, the amount of fees or the quality of our services, and all claims of any kind, whether contractual, non-contractual, tort, common law, equitable, or statutory in nature (collectively, "Disputes"). First, such Disputes shall be resolved by a Representative of the Firm meeting with the Client to discuss the problem and attempt to resolve the matter amicably and to the satisfaction of both parties ("Discussions"). Second, in the highly unlikely event that such Discussions are not successful, the matter may be submitted to non-binding mediation in San Antonio, Texas with a mutually acceptable mediator. Third, in the highly unlikely event that neither the Discussions or mediation resolves the issue, the parties shall submit the dispute to binding arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration by a sole arbitrator. Such arbitration shall be initiated and held in San Antonio, Texas unless the parties agree in writing on an alternative location. The Disputes shall be controlled by the laws of the State of Texas and the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The parties hereby consent to jurisdiction in Texas, and venue in Bexar County, Texas. No punitive or exemplary damages shall be awarded, the parties hereby waiving same. The arbitrator shall render a decision within sixty (60) days of the close of the arbitration hearing. The parties agree that each party shall bear and pay its own costs, expenses, and fees (including attorneys' fees), regarding or relating to any such dispute, mediation, or arbitration, each party hereby agreeing to waive any such claim for costs, expenses or fees. The parties agree that all information concerning the fact, substance or result of any such dispute,

Discussions, mediation, or arbitration shall remain confidential and shall not be disclosed except to the extent necessary to enforce the arbitration award or as otherwise required by law.

I understand, and the Firm has explained to me, that there are significant advantages and disadvantages of binding arbitration. I was also advised to visit the websites of the American Arbitration Association (“AAA”) at www.adr.org, and the International Institute for Conflict Prevention and Resolution (“CPR”) at www.cpradr.org, to obtain more information on the distinctions between litigation and arbitration and the applicable rules of CPR. I understand that unlike litigation, arbitration may involve: (1) cost and time savings (or in some instances may cost the same or more than litigation, depending on the circumstances), (2) a waiver of significant rights (such as a waiver of the right to a jury trial, waiver of the right to appeal the arbitrator(s) decision, waiver of certain damages such as punitive or exemplary damages, and a waiver of any right to attorneys fees, costs expenses, and the like), (3) a reduced level of discovery, a relaxed application of the rules of evidence, proceedings that are more private than trial, and potentially an obligation to pay some or all of the fees and costs of arbitration, (4) adherence to particular arbitration rules governing the selection of arbitrators and how the proceedings will be conducted. This list is not meant to be all-inclusive or an exhaustive list of differences. I was advised by the Firm to, and I had an opportunity to, obtain separate and independent counsel to review, and provide advice regarding, this Agreement, this paragraph, and the differences between litigation and arbitration prior to signing this Agreement.

7. **Retainer:** As a condition precedent to the representation, You/Client may be asked to deposit a retainer with the firm. The retainer will serve as security for the firm’s billings. The firm is authorized to offset all or part of the retainer against any outstanding bill of the firm, and the Client is required to maintain the retainer at the total amount specified in the engagement letter. The firm reserves the right to request that the retainer be increased should the firm determine that developments in the representation require additional security for the firm’s work and billings. Should the Client determine that it does not wish to increase the retainer, the firm reserves the right to immediately withdraw from representation. The initial retainer for this matter will be **\$0.**

8. **Severability.** If it is determined that any portion or provision of this agreement (including but not limited to the dispute resolution clause) is invalid or unenforceable, then the invalidity or unenforceability of that portion or provision shall not affect the validity or enforceability of any other portion or provision of this agreement, and all other portions and provisions shall remain in full force and effect.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you/Client, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Accepted:

Doyle "Dee" Hobbs, Jr.,
Williamson County Attorney

Date: _____, 20____