

LAW OFFICES
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& McCONNICO, L.L.P.**

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⁶BOARD CERTIFIED-ADMINISTRATIVE LAW
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WALLACE H. SCOTT, JR.
(1920-2005)
FRANK DOUGLASS
(1933-2007)

December 1, 2010

Commissioner Lisa Birkman
1801 E. Old Settlers Boulevard #110
Round Rock, TX 78664

Re: *Kimberly Lee and Sharon McGuyer v. Williamson County, Texas*; In the
United States District Court for the Western District of Texas, Austin Division, Cause
No. 1:10-cv-905

Dear Commissioner Birkman:

Thank you for asking Scott, Douglass & McConnico ("SD&M") to represent
Williamson County in the above-referenced matter. This letter sets forth the terms of our
representation.

PURPOSE OF REPRESENTATION

SD&M will represent Williamson County in connection with the investigation and
defense of the above-referenced lawsuit (the "Lawsuit").

COOPERATION

To enable us to effectively to represent Williamson County, it is essential that you
disclose fully and accurately all facts and keep us apprised of all developments relating to the
Lawsuit. You agree to cooperate fully with us.

LEGAL FEES AND EXPENSES

You agree to pay SD&M its fees at the following hourly rates:

Julie A. Springer (partner)	\$ 335.00/hour
Chris Sileo (partner)	\$ 300.00/hour
Law Clerk	\$ 80.00/hour
Paralegal	\$ 115.00/hour
Case Clerk	\$ 50.00/hour

Any associate who assists on this matter will bill \$250.00 per hour. Our fees are based on the time spent by the attorneys and the paralegals who work on this case. We will charge for all time spent in representing Williamson County's interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to you; drafting letters and other documents; travel; taking discovery; and preparing for trial, if any, and representing Williamson County's interests in trial.

In addition to SD&M's hourly fees, SD&M will bill you and you agree to pay, expenses SD&M incurs in its representation of Williamson County. These expenses include, but are not limited to: filing fees, telephone charges, copy costs, fax charges, expert witness fees and expenses, commercial computer data base charges, deposition transcription charges, hearing transcription charges, trial transcription charges, charges for demonstrative aids, and travel expenses. For expenses over \$1,000, SD&M will occasionally ask you to pay the vendor or service provider directly, which you agree to do in a timely manner.

WITHDRAWAL FROM REPRESENTATION

You agree that SD&M has the right to re-evaluate the matter as facts are discovered. SD&M has discretion to determine whether to continue its representation of Williamson County in this Matter and may withdraw from representation if such withdrawal is appropriate under the guidelines set by the Texas Rules of Professional Conduct.

CLIENT DOCUMENTS

We will maintain all documents you furnish us in our client files. At the conclusion of the Lawsuit, it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies for our records. We will retain any remaining documents in our files for a period of time and ultimately destroy those documents

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in accordance with our record retention program. Under our present policy, these records will be destroyed two years after the conclusion of SD&M's representation of Williamson County in the Lawsuit.

APPLICABLE LAW

This Agreement shall be construed by the laws of the State of Texas.

ENTIRE AGREEMENT

This Agreement constitutes the only agreement of the parties.

BILLING

SD&M will bill its fees and expenses on a monthly basis until this representation is concluded. You agree to pay such fees and expenses in a timely fashion, not to exceed 30 days. We will not be offended if you have questions about our bills. We want you to address such questions to us as soon as they occur to you. It is our belief that problems can be resolved by a frank and good faith discussion. We know legal disputes are expensive. Our goal is to achieve a good result in a cost effective way.

TERMINATION OF AGREEMENT

This agreement may be terminated by SD&M or by Williamson County by written notice. In the event of such termination, you agree to promptly pay SD&M for all services, including fees, charges, and expenses incurred. In addition to terminating this agreement, if SD&M's fees and expenses are not timely paid, SD&M specifically reserves the right to withdraw from representation of Williamson County, and you agree to take all necessary steps to facilitate SD&M's withdrawal.

RESOLUTION

SD&M prides itself on maintaining good working relationships with our clients. If you become dissatisfied with any aspect of our relationship, we encourage you to bring that to our attention immediately.

CONFIDENTIALITY

You and SD&M agree to keep the terms of this letter agreement confidential and will not disclose this letter agreement and its terms to any third party except as required by

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applicable law. Further, you and SD&M agree to take all necessary steps to preserve any privileges that are applicable to this letter agreement.

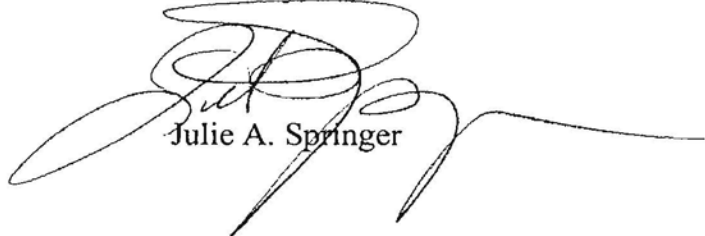
TEXAS LAWYER'S CREED

The Supreme Court of Texas has adopted a Lawyer's Creed, which sets forth standards for attorney professionalism. A copy can be found at <http://www.law.uh.edu/libraries/ethics/lcreed/index.html>.

If the foregoing meets with your approval, and Williamson County consents to our representation under the terms outlined in this letter, please date and sign a copy of this letter. Please keep a copy of this agreement for your files. If you have any questions regarding any of these arrangements, please call us.

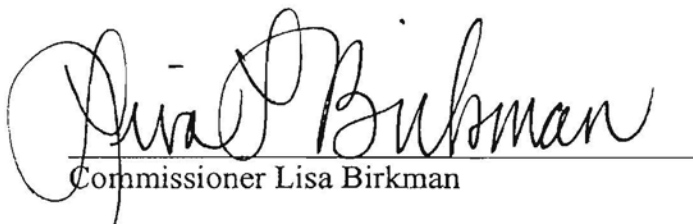
We are honored to represent you and look forward to working with you.

Sincerely,



Julie A. Springer

APPROVED BY:



Commissioner Lisa Birkman

12-7-10
Date