

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this 8th day of March, 2011, by and between WILLIAMSON COUNTY, TEXAS, "Client", and SHEETS & CROSSFIELD, P.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.
2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney:	\$180/hr
Litigation attorney	\$180/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

Client and Attorney agree that the total fees for services provided pursuant to this Agreement shall not exceed \$10,000.00. In the event that Client should require services that will cause Client to incur fees in excess of said amount, Client shall consider amending this agreement to authorize the expenditure of additional amounts following consideration by the Williamson County Commissioners Court in a regular or special session of the court.

3. Attorney's fee will include the following services:

Representation of Client, including but not limited to counsel, advice, review, and preparation of documents for matters related to the implementation of the FEMA Programs as described in Exhibit A.

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney.** Attorney agrees that

irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.

5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: 3-8-2011

SHEETS & CROSSFIELD P.C.

By: 

Charles D. Crossfield

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

EXHIBIT "A"

Outline of Scope of Services

For

FEMA Flood Insurance and Flood Plain Management Program

Legal Assistance

On an as needed basis, Attorney shall:

1. Assist in the implementation of the FEMA Programs by providing guidance to Williamson County Department of Infrastructure staff regarding federal law and published FEMA program guidance.
2. Outline alternative approaches to address specific properties under review.
3. Assist in the preparation of staff training documents.
4. Assist in the preparation of policies and procedures for the implementation of the program.
5. Assist in the preparation of correspondence and other legal documents regarding the County's FEMA Programs
6. Represent the County as needed in FEMA related matters.