

Dale A. Rye
Attorney at Law

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April 7, 2011

EMAIL

David Flores
Williamson County Auditor
710 Main Street
Georgetown TX 78626

RE: Engagement Letter

Thank you for selecting Dale A. Rye to represent Williamson County, Texas. I appreciate the confidence you have shown in me, and look forward to the opportunity to represent the County.

I believe that a successful professional relationship begins with a mutual understanding of expectations about the services I will provide, legal fees, and other important aspects of your representation. With this in mind, it is my practice to specify my engagement arrangements with clients, and that is the purpose of this letter. I encourage open and candid communications with clients. Please let me know as soon as possible if you have questions about this letter, or if you are concerned about any aspect of the representation.

Description and Scope of the Representation: Identification of Client

Dale A. Rye is being retained to assist the Williamson County Auditor with the preparation of one or more requests to the Texas Attorney General for opinions of his office, and to respond from time to time to other requests from the Auditor's Office for legal consultation regarding the responsibilities of that office. The County is our only client in these matters. We want to clarify that Dale A. Rye does not represent any other person or entity other than as set forth above.

My representation is limited to these matters, and I have not been retained to represent the County generally or in connection with any other matter unless we modify this engagement letter by subsequent letter agreement. I understand that I am to perform all reasonable services and take all such action as may be appropriate and necessary in my professional judgment to further the County's interests in this matter.

It is understood that I am being retained to provide legal services and that I am not responsible for providing business or financial advice to the County or any of its officers or employees.

Attorneys Handling Your Representation

I will be the primary attorney handling this matter. I will consult with you before consulting with any other persons regarding your concerns.

Legal Fees

I generally charge for services based upon the time and effort devoted to the matter and the customary hourly rates of lawyers in the local community with comparable experience and skill. My hourly rate for this matter will be \$180.00. I review my billing rates annually and will let you know in advance if my hourly rates are modified.

603 San Gabriel Overlook West, Georgetown TX 78628

Costs and Expenses

In addition to legal fees, I charge for out-of-pocket costs and expenses incurred in representing you. Each statement submitted to you will detail these expenses and explain the reason for their necessity.

Payment of Fees and Expenses

My statements for fees and expenses are due upon receipt, and I expect that my monthly statements will be paid no later than 21 days after receipt. By entering into this representation agreement, you agree to timely payment of the invoice for fees and expenses related to representation.

Confidentiality

Except to the extent necessary to respond to the State Bar of Texas, or as otherwise may be required by the Texas Public Information Act or by a Court or governmental agency, the parties agree to maintain this Agreement and all communications regarding my representation of the County in confidence. The parties further agree not to disclose any matters relating to the existence of any dispute, the allegations of any such dispute, the merits or lack thereof, the outcome, status or results, whether by settlement or otherwise, to any other persons or entities, without prior written approval from both parties. Additionally, any internal communications relating to the representation shall be held to the same degree of confidentiality as mandated by this section, and shall not be discussed internally or externally. Client information and documents shall be handled in accordance with all relevant rules of professional responsibility. Breach of this covenant of nondisclosure and confidentiality shall subject the offending party to any remedies available by law.

Conclusion

Once again, I am pleased to have this opportunity to represent Williamson County in this matter. If you have any questions or concerns about any of the above, please contact me as soon as possible. If this letter accurately reflects our agreement, please sign a copy of this letter and return it to me at your earliest convenience.

Sincerely,



Dale A. Rye

AGREED AND ACCEPTED
AS OF _____, 2011.

Williamson County, Texas

By: _____