

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 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
Associate attorney:	\$150/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.

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

Representation of Client including counsel, advice, review and preparation of documents related to a Community Development Block Grant agreement with Habitat for Humanity of Williamson County, including but not limited to a lien note and deed of trust.

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: _____

SHEETS & CROSSFIELD, P.C.

By: _____

Charles Crossfield

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, County Judge