

# ALLENSWORTH & PORTER, L.L.P.

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November 4, 2014

Williamson County  
c/o Williamson County Commissioners Court  
710 Main Street  
Georgetown, Texas 78626

Re: Williamson County Design and Construction Documents

Dear Members of the Court:

This letter is to confirm our engagement as counsel to represent Williamson County in connection with the review, revision, and drafting of Williamson County's form contracts for design services and construction associated with capital projects and road bond projects. The scope of this representation is to review the current versions of Williamson County's design and construction contracts and to revise them as appropriate, as well as review and revise related procurement documents. The policy of our law firm requires that we have a formal, written engagement letter with clients setting forth the scope of our engagement and the arrangements for payment of our fees and expenses.

## SPECIFIC ENGAGEMENT

Our specific engagement for this matter is the representation of Williamson County with regard to the review and revision of its form contracts for design and construction.

## LEGAL FEES AND EXPENSES

Our fees are established through the exercise of judgment in each particular matter. Factors we consider include the time and labor required; the novelty and difficulty of the issues involved; the skill required to perform the legal services properly; time limitations imposed by the client or by circumstances; the experience, reputation and ability of the attorneys performing services; the amounts involved and the results obtained through our services; the likelihood that the employment will preclude other employment; the fee customarily charged in the locality by others for similar services;

November 4, 2014

Page 2

and the nature and length of our relationship with you as a client. In light of these factors, the hourly billing rates for the professionals in our office will be as follows:

|                                                    |          |
|----------------------------------------------------|----------|
| Matthew B. Cano and Joe R. Basham, Partners        | \$325.00 |
| Will W. Allensworth and S. Whitney May, Associates | \$175.00 |
| Legal Assistants                                   | \$100.00 |

It is our practice to make a separate charge for out-of-pocket expenses incurred by us in the rendition of our services, including, but not limited to, charges for photocopying, messenger and special delivery services, mailing and Federal Express charges, filing and recording fees, and travel expenses. Any outside invoices received by us will be passed along to you without any "mark-up."

We will bill Williamson County monthly for services rendered and costs incurred. In relation to services performed on road bond project documents, we will bill under a separate account labeled "Road Bond" and invoice such work separate and apart from work that relates to capital projects. For work on capital projects, we will bill under the account labeled "Capital Projects".

#### DOCUMENT RETENTION POLICY

All documents generated by the firm during our work on this matter will eventually be destroyed. We will keep the final documents and correspondence for a period of time, not exceeding five years, after the file is closed. We reserve the right to keep the documents only in electronic form. You are entitled to receive and make copies of any of the documents during that period of time, at your expense. Any documents obtained from you during our work on this matter will be returned to you at file closing, or prior to that if requested. You may pick the documents up at our office, or we will arrange to have them shipped back to you at your expense. They will not be retained and stored. Your signature accepting this agreement acts also as an acceptance of our document retention policy as set out above.

#### OTHER TERMS AND CONDITIONS OF OUR ENGAGEMENT

You may terminate this firm's employment at any time by notifying us in writing. Subject to applicable ethical requirements, we reserve the right to withdraw from this representation by notifying you in writing. Additionally, if circumstances should prove that this matter and your interests are best served by different counsel, we may recommend and refer you to another attorney. In either case, our withdrawal will be in accordance with applicable ethical requirements and may require court approval.

March 8, 2011  
Page 3

returning it to me. Thanks for trusting us with this matter, and if you have any questions, please do not hesitate to give me a call.

Sincerely,



Matthew B. Cano

MBC/nrr

cc: Hal Clifton Hawes  
Office of the Williamson County Judge  
710 Main Street, Suite 200  
Georgetown, Texas 78626

**APPROVED AND AGREED:**

Williamson County

By:

Name:

Date

Title:

County Judge

11-18-14