

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

CONSULTING AGREEMENT

AGREEMENT made this 13th day of February, 2015 between County General Counsel and David B. Brooks ("Brooks"), an attorney at law of Austin, Travis County, Texas.

RECITALS:

WHEREAS Williamson County has special needs from time to time to seek special guidance or answers on legal matters; and

WHEREAS Brooks has unique legal expertise regarding Texas county government law, the undersigned parties agree as follows:

I. EMPLOYMENT AS CONSULTANT

Beginning March 1, 2015, Brooks is employed as a consulting attorney by Williamson County through her General Counsel, and agrees to advise and consult with General Counsel under the terms herein.

II. DUTIES OF CONSULTANT

Brooks agrees to make himself available by telephone at all reasonable times, including customary office hours, evenings and weekends to answer questions and otherwise consult with Williamson County General Counsel. Consultation may concern any question regarding the exercise of official duties by the General Counsel, or other legal matters of concern to Williamson County and its officials. There shall be no limit on the number of telephone inquiries made to Brooks. Brooks shall also furnish a written monthly report in letter form of recent judicial decisions, state and federal, attorney general rulings and recent requests for the same, state administrative rules or decisions and other matters Brooks may feel pertinent. Brooks shall otherwise not be responsible for the preparation of any documents, opinion letters, or pleadings, although Brooks may be asked to review those prepared by others for his comment.

Brooks will use his best effort and skill and his personal attention to act in good faith at all times to protect the interests of Williamson County.

III.
NATURE OF THE RELATIONSHIP

This AGREEMENT shall constitute an attorney/client relationship. Brooks shall serve as an independent contractor, and shall not be considered to be an agent or representative of Williamson County unless specifically so engaged or so authorized. Brooks shall be obligated not to advise or represent other parties with possible interests adverse to Williamson County while this AGREEMENT is in effect.

IV.
LEGISLATIVE EXCLUSION

Consultation services offered by Brooks shall not pertain to the support or opposition of proposed or pending legislation while Brooks is employed by the state legislature.

V.
AUTHORIZED INQUIRIES

Telephone calls to Brooks for consultation may be made only by Williamson County General Counsel or any attorneys on his staff, and others authorized by him.

VI.
TERM

The term of this AGREEMENT shall be indefinite.

VII.
CANCELLATION

This AGREEMENT can be canceled by either party at any time.

VIII.
EXTRA SERVICES

Brooks agrees to assure his availability on other services not covered by this AGREEMENT such as court appearances, the attendance at meetings, and the preparation of documents at a fee to be negotiated.

IX.
COMPENSATION

Williamson County agrees to pay Brooks \$100 per month for consultation services, payable monthly.

X.
EXPENSES

Brooks shall bear any incidental expenses including postage, returned phone calls, Xerox copies, and fax transmissions he chooses to incur.

XI.
MISCELLANEOUS

No Assignment: Neither party may assign this contract.

Compliance With All Laws: Brooks agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

General Counsel Authorized to Sign Contract: The Williamson County General Counsel is authorized to execute this contract by the minute order of the Williamson County Commissioners Court duly recorded on behalf of The County.

IN WITNESS WHEREOF, the undersigned personally hereby execute this AGREEMENT in duplicate originals, on this the 13 day of February, 2015.

WILLIAMSON COUNTY:



Williamson County
General Counsel
710 Main St., Ste. 200
Georgetown, TX 78626
(512) 943-3862

DAVID B. BROOKS:



David B. Brooks
P.O. Box 12303
Austin, TX 78711
(512) 476-9419