

CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & AUGHTRY

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

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HOUSTON
ATLANTA
PHILADELPHIA

August 18, 2015

Judge Dan A. Gattis
Williamson County Courthouse
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Re: Representation of Williamson County in Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; in the USDC-WD-Austin Division.

Dear Judge Gattis:

This document describes Chamberlain, Hrdlicka, White, Williams & Aughtry's ("Firm") agreement to provide legal services to Williamson County in the above referenced matter ("Client"). This agreement shall govern our retention and professional services relationship and shall remain in effect until replaced or superseded by a subsequent written agreement.

Although our normal hourly rates are considerably higher, the Firm will serve the County with the same rates we bill to other governmental entities as outlined below:

Bill Helfand	\$385.00
Charles Jeremiah	\$375.00
Norman Giles	\$375.00
Associates	\$240.00 to \$285.00 depending upon level of experience
Legal Assistant	\$180.00 depending upon level of experience.

Since this representation may span several years, these rates are subject to change throughout the life of any matter and you should anticipate increases in these rates, particularly with the beginning of each new calendar year, when the Firm's rates generally increase to address increased costs. The Firm will advise clients in writing at least fourteen (14) days in advance of any proposed rate changes

We will not require a retainer deposit provided monthly bills are paid on a timely basis. Significant arrearages may result in the firm requiring a retainer and/or our withdrawal from representation. The Firm reserves the right to withdraw as counsel for non-payment of fees and/or expenses or due to Client's lack of cooperation in the legal process.

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The firm will invoice Williamson County directly each month. However, should the County fail to timely pay, any individual client shall be responsible for payment of all fees and/or expenses.

In addition to the hourly fee described above, Client will be responsible for the payment of all costs incurred in connection with our handling of any claim. Examples include, but are not limited to, filing costs, court reporters for depositions and arbitration hearings, travel, and expert witness fees. In some cases, we will refer providers of these services to bill Client directly for these services or may demand Client advances significant costs.

Fees and any expenses not paid directly by Client will be billed on a monthly basis as promptly as we can include them on your monthly statements. The Clients agree to pay any such bills no later than 30 days after they have been received unless there is a bona fide dispute regarding their accuracy and the propriety of charges. Any such dispute should be provided I writing within 30 days. All sums due and to become due are payable at the office of Chamberlain, Hrdlicka, White, Williams & Aughtry, 1200 Smith Street, Suite 1400, Houston, Texas 77002. If your account becomes delinquent:

- Client may be subject to an interest charge for invoices delinquent for more than 30 days.
- Client may be subject to attorney fees and expenses allowed by law if your account is referred for collection or the subject of a lawsuit or arbitration.
- The Firm may find it necessary to terminate services and withdraw from representation.

In the unlikely event a dispute concerning fees or anything else related to our representation arises, and we cannot, in good faith, arrive at a resolution of that dispute, Client and the Firm agree that any controversy or claim arising out of or relating to this legal services agreement or representation by the Firm, shall be resolved solely by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereto agree that any dispute which has a total value of less than \$100,000.00 shall be decided by a single arbitrator. Any dispute with a total value of all claims in excess of \$100,000.00 shall be decided by a panel of the three arbitrators. The parties further agree that any arbitration shall be conducted only by arbitrator(s) who have experience as a civil litigation attorney in Texas. The location of the arbitration shall be Williamson County, Texas.

This Agreement shall be construed under, and in accordance with, the laws of the State of Texas (excluding those dealing with conflict of laws).

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As a local governmental entity, which might otherwise be permitted to claim immunity, Williamson County expressly waives immunity from suit and liability to the extent necessary to authorize and permit the firm to sue or proceed to arbitration, as applicable under the terms of this contract, for performance and/or damages for breach of this agreement.

As the subject matter of our representation may involve negotiations, arbitration, litigation, resolution of disputes, or other matters requiring judgment, we will make recommendations which we believe are in your best interests, but you understand and acknowledge we cannot accurately predict nor guaranty any particular outcome. You should not confuse any advice as anything more than that.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.

This Agreement constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreement between the parties, with respect to the subject matter herein.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll free call.

Client may terminate our representation at any time. The Firm may terminate our representation at any time for the reasons stated herein or if Client breaches any obligation hereunder or if we are otherwise required or permitted to do so in accordance with the rules of professional conduct governing attorneys. Client will remain liable for any charges due or becoming due hereunder in the event of any termination.

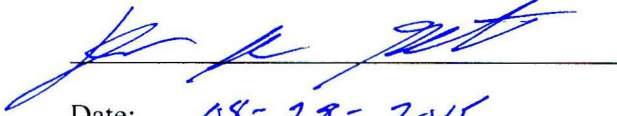
Sincerely,



William S. Helfand
For the Firm

Williamson County
August 18, 2015

Agreed, Authorized and Accepted by
Williamson County, Texas
through its authorized representative:



A handwritten signature in blue ink, appearing to read "Dan A. Gattis", is written over a horizontal line.

Date: 08-28-2015

Printed Name: DAN A GATTIS