

**WILLIAM S. HELFAND**  
DIRECT DIAL: 832.460.4614  
BILL.HELFAND@LEWISBRISBOIS.COM

July 14, 2016

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

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Williamson County, Texas ("County"); 2) define the scope of the Firm's representation of the County; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and the County, on the following terms and conditions.

**1. PARTIES TO ENGAGEMENT LETTER**

The parties to the Agreement are LBBS and Williamson County, Texas. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

**2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP**

No attorney client relationship will exist between LBBS and Williamson County, Texas until an authorized representative of the County has executed and returned the Agreement.

### 3. SCOPE OF REPRESENTATION:

LBBS will perform only those legal services you assign to us. The general scope of our representation will be to provide advice and counsel on legal matters addressed by the County as well as representation in arbitrations and litigation as you may request in writing. The County shall have no expectation the Firm will provide legal services beyond those set forth herein, unless LBBS and the County amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

### 4. DUTIES OF CLIENT/THE COUNTY

The County agrees to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time.

### 5. LEGAL FEES

We will charge the County for the services we provide under the Agreement based on the amount of time we devote to the matter at the hourly rates for the particular professionals as set forth on Exhibit B. We bill in minimum units of 6 minutes, or .1 hour. We will staff the handling of the matter with the partners, associates, paralegals and/or other personnel we believe appropriate, at the rate we establish for each such timekeeper, although we will discuss the staffing of any matter with the County at any time, and will accept the County's input on staffing decisions.

### 6. COSTS, EXPENSES, AND OTHER CHARGES

We will incur on the County's behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. In addition, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after consultation with the County, and the County agrees to honor the terms and conditions of any agreement that we enter into on the County's behalf, including any requirement that the County pay such third-parties directly for their work, with any such outside person or entity.

## 7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on the County's behalf. The detail in the periodic statement will inform the County of both the nature and progress of work and of the fees and costs billed for such services.

The reduced rates we have provided are based upon the County's promise to promptly pay all statements, no later than 30 days after receipt. Delays in payment may cause the County to lose this preferred rate structure.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge the County to raise any question about or objection to a fee statement, the County should do so promptly, in writing, within thirty (30) days receipt of the invoice. If the timely objects in writing to a portion of a statement, the County will pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming the County has waived its right to contest the unpaid portion of the bill. Failure to pay the undisputed amount of any invoice in full promptly shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 11 ahead. Unpaid, uncontested statements may be subject to an interest charge, may subject the County payment of our attorney's fees and costs to collect, and may lead to our withdrawal from the County's representation.

## 8. WAIVER OF GOVERNMENTAL IMMUNITY

To the extent necessary to allow LBBS to collect on its statements, including any interest and/or attorney's fees and costs related to such collection efforts, the County waives any claim of immunity from suit and/or immunity from liability that might otherwise apply to a claim for collection of a sworn account, quantum meruit, or breach of contract and the County further consents to all remedies that may be available under Texas law including reasonable and necessary attorney's fees related to any collection efforts LBBS reasonably incurs.

## 9. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, the County authorizes the Firm to make and retain a duplicate of any file materials we may have.

The County shall bear all reasonable costs of transferring the new matter to counsel chosen by it.

The attorney client relationship between the Firm and the County shall end upon discharge of the Firm by the County pursuant to this paragraph. However, such discharge shall not relieve the County of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required, in the Firm's sole discretion, to protect the County's interests, including those incurred prior to a court order substituting new counsel or permitting withdrawal of the Firm from any litigation.

#### 10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be, in the exercise of its discretion, permitted to withdraw from representation whenever required or not prohibited from doing so by law or court order. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of the County.

#### 11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 5 years, or any alternate period as determined by Texas law. Upon termination of any matter, the County has the right to take possession of the file. If the County chooses to take possession of the file materials, the firm may copy all or any part of the file as the County may direct, at the County's cost.

#### 12. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the state of Texas, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this agreement shall be governed by the laws of the state of Texas. The venue for the judicial resolution of such dispute shall be proper only within the state of Texas.

#### 13. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of any matter on which we may work on behalf of the County.

#### 14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

While LBBS may, with prior written authorization notice to the client, change the rates on Exhibit B, no change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and the County with express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

16. TEXAS STATE BAR STATEMENT

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 complaint. For more information, please call 1-800-932-1900. This is a toll free call.

17. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank you for choosing Lewis Brisbois Bisgaard & Smith LLP as counsel for the County. We look forward to working with the County and thank you once again for the opportunity to serve the County.

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

  
\_\_\_\_\_  
Judge Dan Gattis

Dated: 07-27-2016

Best regards,



William S. Helfand  
LEWIS BRISBOIS BISGAARD & SMITH LLP

SCHEDULE "B":

**RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE**

**A. Identification**

Client(s): Williamson County, Texas

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

**B. Hourly rates for legal personnel**

\$340 to \$390 Partners, depending upon experience

\$230 to \$275 Associates, depending upon experience

\$190 Paralegals

**C. Standard charges**

We charge for our time in minimum units of .1 hours (6 minutes).

**D. Costs and expenses incurred on Your behalf may include but are not limited to:**

Process server fees At cost

Filing fees or other fees fixed by law or assessed by public agencies At cost

Meals At cost

Parking At cost

Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals At cost

Facsimiles \$.25 per page

Deposition costs At cost

Experts, consultants or investigators At cost

Computer Research At cost, plus facilities surcharge (approximately \$5.00/minute)

Word processing support \$35.00 per hour

Mileage At the Internal Revenue Service's business mileage reimbursement guidelines

Messenger and other delivery fees	At cost
Photocopying and other reproduction costs	In-house - \$0.10 per page Outside service-At cost
After hours building services (when dictated by special client need)	At cost