

THE LAW OFFICES OF RANDY T. LEAVITT

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Board Certified - Criminal Law
Texas Board of Legal Specialization

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June 24, 2011

Judge Dan Gattis and Williamson County Commissioners
Williamson County Courthouse, Suite 101
710 S. Main St.
Georgetown, TX 78626

Re: Legal Representation

Dear Judge Gattis and County Commissioners:

Thank you for inviting me to represent you. Below is my standard engagement letter for your consideration. This agreement is effective as of June 28, 2011.

Scope of Engagement and Services. You have requested that I provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to litigation matters and non-litigation matters. While I cannot guarantee the success of any particular matter in which I am engaged, I will do my best to provide you with prompt and valuable service. I promise to return phone calls promptly. I promise to send you copies of documents I create or receive with respect to the Engagement. I promise to keep you fully informed and to give you a fair and accurate accounting of work performed in connection with the Engagement. I promise to manage the Engagement so as to minimize cost, consistent with giving you the finest legal representation that I can deliver.

Fees. I promise to charge only a reasonable fee for my services. In determining my fee, I consider the time, skill and effort required, as well as the nature of our professional relationship and the fact that my representation of you might preclude me from engaging in other representations. You have agreed to pay a fee of \$300.00 per hour. I invoice in tenth-hour increments. I undertake to work closely with you in order to minimize time spent on ministerial and administrative matters.

Expenses. I do not charge for such ordinary office expenses as long-distance telephone calls and facsimiles. Other direct expenses including photocopies, filing fees, delivery fees and travel expenses (outside of Austin), are reimbursable.

Attorney Work Product. All work performed in connection with the Engagement constitutes Attorney Work Product and shall be accorded the confidentiality and protection attached therewith. In this regard, unless directed by a court of competent jurisdiction, I will not disclose any of the information or data to any person other than you without your express written consent.

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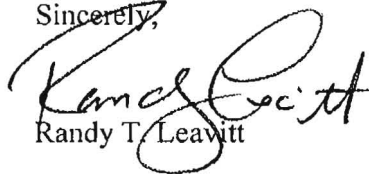
Termination of Representation. You may terminate our relationship at any time by delivery of a written notice of termination to me, and be responsible only for any unpaid fees and expenses and work in progress on the date of notification. I may withdraw from your representation for failure to pay legal fees and expense, or at any other time, consistent with the Rules of Professional Conduct applicable to lawyers, by providing written notice to you.

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

The terms of this letter agreement may be altered only by a writing signed by each of us.

Please review this letter and if it meets with your approval, sign and return a copy to me. I sincerely look forward to working with you, and I appreciate your entrusting me with your legal needs.

Sincerely,



Randy T. Leavitt

Agreed and accepted:

By: 
~~County Judge~~ Presiding Commissioner
7-12-11