



DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

August 6, 2010

Mike Davis
Law Offices of Mike Davis
1717 N. IH35, Suite 300
One Financial Centre
Round Rock, TX 78664

RE: Kerry Heckman, et al. v. Williamson County, et al.
Trial Court No. 06-453-C277
Appellate Case No. A-03-06-00600;
Representation of County Court at Law Judges

Dear Mr. Davis:

Recently a review of Williamson County records was conducted by the County Attorney's Office for the purpose of determining whether or not outside counsel/attorney services for the County had been (1) approved by Commissions Court Order, (2) whether there was an executed attorney services agreement and (3) whether the services were exempted by the Commissioners Court order from the requirements of the County Purchasing Act. Upon review, it was discovered that there is not any Commissioners Court Order approving your services currently being performed for the County Court at Law Judges in the matter of *Heckman, et al. v. Williamson County, et al.* nor is there any approved attorney services agreement on record for any matter.

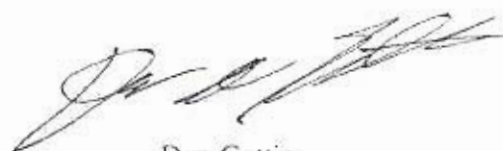
The last Commissioners Court Order regarding your employment, Commissioners Court Order/Item No. 27 of March 3, 2009, only indicates approval of your retention as "outside counsel to assist the County Attorney's Office during an employment transition for a period of 60 days..." By Commissions Court Item/Order No. 33 of August 3, 2010 (first paragraph - see Minutes excerpt enclosed) you were approved for representation of the County Court at Law Judges in the *Heckman* case with a further item/order (see the last motion/order subpart of No. 33 in the enclosed excerpt) specifically limiting your representation to the *Heckman* case and noting that the order supersedes any prior orders regarding your representation.

Accordingly, please find enclosed a basic form of Attorney/Client Engagement Agreement (2 originals enclosed) for your consideration, signature and return to this office at your earliest convenience. If you prefer using a particular form of your own, please fill in the essential information (the stated service and rate shown) and submit for consideration.

In addition, a review of your billings from January 1, 2010 to date indicates that you have been billing for matters other than the *Heckman* case and the (now concluded) *Hutto Citizen Group, et al* case. Specifically, that review indicates you have been billing for matters related to the McGuyer-Lee claims and you have not been approved by Commissioners Court for representation in that case nor is there any Commissioners Court-approved attorney-services agreement on that matter. A review of your invoices for "County Court at Law Judge's Litigations Acct. 2394-014" indicates that you have billed and been paid by the County a sum total of at least \$ 4,256.08 for apparent work on the McGuyer-Lee claims and these are billings that should not have been paid for the reason that there is no Commissioners Court-approved order approving your representation of the individual County official you represent in the McGuyer-Lee matter. For these reasons, it is requested that you contact Julie Kiley in the Auditor's office to review the billing and verify the amount. Upon verification of the amount please issue a check or credit memo to Williamson County mailed to me at this office.

Thank you for your attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Gattis", written in a cursive style.

Dan Gattis
County Judge,
Williamson County



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MINUTES OF THE WILLIAMSON COUNTY COMMISSIONERS' COURT MEETING AUGUST 3, 2010

STATE OF TEXAS)(

COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 9:40 A.M. on TUESDAY, AUGUST 3, 2010, a REGULAR SESSION of the Commissioners' Court of Williamson County, Texas, was held with the following being present, to-wit:

Present: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison
 County Clerk Nancy E. Rister

Attendees: Dale Rye, County Attorney General Counsel
 Henry Prejean, Civil Chief
 Connie Singleton, Deputy County Clerk

1. **Review and approval of minutes.**

Motion By: Commissioner Precinct 4 Ron Morrison
 Second By: Commissioner Precinct 3 Valerie Covey
Motion: To approve the minutes of the last meeting.

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

2. **Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.**

No action was taken.

3. **Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.**

Donna Baker Accounts Payable/Payroll Manager addressed the Court.

Commissioner Birkman abstained in regards to bills for Gabriels Funeral Chapel.

Duty and Voluntary Duty pay:

From/To	Acct No.	Description	Amount
	0100-0551-001118	Extra Duty, Const 1	\$2,171.23
	0100-0551-002010	FICA, Const 1	\$156.10
	0100-0551-002020	Retirement, Const 1	\$247.52
	0100-0551-002050	Worker's Comp, Const 1	\$108.56
	0100-0552-001118	Extra Duty, Const 2	\$1,961.53
	0100-0552-002010	FICA, Const 2	\$150.06
	0100-0552-002020	Retirement, Const 2	\$223.61
	0100-0552-002050	Worker's Comp, Const 2	\$98.08
	0100-0554-001117	Vol Duty, Const 4	\$3,892.50
	0100-0554-002010	FICA, Const 4	\$297.78
	0100-0554-002050	Worker's Comp, Const 4	\$194.63
	0100-0576-001117	Vol Duty, Juv Serv	\$135.00
	0100-0576-002010	FICA, Juv Serv	\$10.33
	0100-0576-002050	Worker's Comp, Juv Serv	\$6.75
	0100-0560-001117	Vol Duty, SO	\$592.50
	0100-0560-001118	Extra Duty, SO	\$18,498.03
	0100-0560-002010	FICA, SO	\$1,460.43
	0100-0560-002020	Retirement, SO	\$2,108.78
	0100-0560-002050	Worker's Comp, SO	\$954.53

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

33. Discuss and take appropriate action regarding representation of county by outside counsel.

Motion By: Commissioner Precinct 1 Lisa Birkman
 Second By: Commissioner Precinct 3 Valerie Covey
Motion: To Approve exempting outside counsel/attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services of Smith, Robertson, Elliott, Glen, Klein and Bell, LLP for:
 1. Representation, advice and counsel to the Williamson County Conservation Foundation and Williamson County on environmental issues.
 2. Representation, advice and counsel to Williamson County on environmental compliance for County road projects and;
 To approve the continued employment of Smith, Robertson, Elliott, Glen, Klein and Bell, LLP for those services and to authorize the County Judge to execute an Attorney Services Agreement/Contract for the services related to environmental compliance for County road projects; the Williamson County Conservation Foundation President, Lisa Birkman or other authorized officer shall execute a Services Agreement related to services for the Foundation on environmental issues.

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

Motion By: Commissioner Precinct 1 Lisa Birkman
 Second By: Commissioner Precinct 3 Valerie Covey
Motion: To approve exempting outside counsel/attorney services of Mike Davis from the competitive bid/proposal requirements of the County

Purchasing Act pursuant to the discretionary exemption for personal or professional services for representation of the County Court at Law Judges in the Kerry Heckman, et al. v. Williamson County, et al. litigation, Appellate No. A-03-06-00600, Trial Court Case No. 06-453-C277 and approve the employment of Mike Davis for those services and to authorize the County Judge to execute an Attorney Services Agreement/Contract.

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

Motion By: Commissioner Precinct 1 Lisa Birkman
 Second By: Commissioner Precinct 3 Valerie Covey

Motion: To approve exempting outside counsel/attorney services of McCreary, Veselka, Bragg & Allen from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services for representation in the collection of delinquent court fees and fines for Justice of Peace Precinct 1 and approve the continued employment pursuant to the existing contract with the County for those services.

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

Motion By: Commissioner Precinct 1 Lisa Birkman
 Second By: Commissioner Precinct 3 Valerie Covey

Motion: To approve exempting the outside counsel/attorney services of Linobarger, Goggan, Blair & Sampson, LLP from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services for representation in the collection of delinquent court fees and fines for Justice of the Peace Precinct 4 and approve continued employment pursuant to the existing contract.

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

Motion By: County Judge Dan A. Gattis
 Second By: Commissioner Precinct 1 Lisa Birkman

Motion: To limit approved services of Mike Davis to the representation of the County Court at Law Judges in the Heckman case. Note that this order supersedes any prior orders or authorizations of the Court, including specifically Agenda Item/Court Order No. 34 from the minutes of August 5, 2008.

Ayes: County Judge Dan A. Gattis
 Commissioner Precinct 1 Lisa Birkman
 Commissioner Precinct 2 Cynthia Long
 Commissioner Precinct 3 Valerie Covey
 Commissioner Precinct 4 Ron Morrison

34. Discuss and take appropriate action regarding Georgetown Housing Authority contract.

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2010, by and between WILLIAMSON COUNTY, TEXAS, "Client", and MIKE DAVIS, "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.
2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters:

Mike Davis:

\$200/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

3. Attorney's fee will include the following services:

Representation of the County Court at Law Judges in the *Kerry Heckman, et al. v. Williamson County, et al.* litigation, Appellate No. A-03-06-00600, Trial Court Case No. 06-453-C277

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney.** Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.

5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: _____

MIKE DAVIS

By: _____
Mike Davis

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge