

May 17, 2024

Via Email Only (sarah@chapmanfirmtx.com)

Mr. Hal Hawes,
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, TX 78626

c/o Sarah Scott, Esq. and Jeff Chapman, Esq.
The Chapman Firm PLLC
3410 Far West Blvd, Suite 210
Austin, Texas 78731

Re: In the Matter of Williamson County, Texas vs. Ritter Botkin Prime Construction, Inc and Argonaut Insurance Company in the 425th Judicial District Court, Williamson County, Texas Letter of Engagement for Secretariat Advisors LLC.

Dear Ms. Scott:

This letter shall confirm and establish the terms of the engagement of Secretariat Advisors LLC, ("Secretariat") by Williamson County, Texas ("Client") in the above referenced matter (the "Engagement"). The Chapman Firm, PLLC ("Counsel") has been retained by Client to represent its interests in the above referenced matter. Secretariat will work at the direction of Counsel under this Engagement.

Secretariat is retained to provide consulting services, which may include advice, review, analysis, opinions, expert witness reports, expert testimony, and any other tasks or work requested or directed by Counsel in connection with the Engagement ("Services").

I will maintain overall administrative responsibility for the Engagement, including billing and client relations. I will be actively involved in the performance of the Services and will use such other professionals and staff for assistance as I deem necessary. Secretariat's work will be billed on a monthly basis at established hourly rates applied to productive hours engaged in providing the Services ("Professional Fees"), plus out-of-pocket expenses described in Paragraph 2 of the Additional Terms and Conditions of Engagement herein ("Expenses"). The hourly rates for Secretariat's professionals and staff are based upon the experience and skills of the personnel involved.

The current hourly rates for Secretariat's professionals and staff, which are subject to adjustment effective January 1, 2024, are as follows:

Managing Director	\$525
Director	\$450
Associate Director	\$350
Manager	\$325
Senior Associate	\$300
Associate	\$250
Project Assistant	\$250

Secretariat, Counsel, and Client understand and agree that Client will be solely responsible for payment of Secretariat's Professional Fees and Expenses. As such, Secretariat will submit invoices for its Professional Fees and Expenses incurred in connection with this Engagement to Counsel for review and forwarding to Client. The name and address of Counsel to receive and forward Secretariat's invoices to Client is provided on the signature page of this letter.

Additional Terms and Conditions of Engagement

1. Secretariat's rates are subject to adjustment from time to time and at least annually effective January 1, 2025. Any adjustments to Secretariat's rates will be reviewed with and agreed to by the Client in writing before becoming effective under the terms contained herein.
2. Secretariat will invoice Client c/o Counsel, and Client will be responsible for paying Secretariat, all Professional Fees and Expenses incurred in connection with the Services under this Engagement. These Expenses include, but are not limited to, reasonable and customary out-of-pocket costs that are directly incurred by Secretariat in connection with the Services or Engagement, such as messenger, travel, meals, accommodations, and other expenses, and will be invoiced by Secretariat to Client at cost. Further, if Secretariat or any of its employees are compelled to testify or provide evidence relating to its Services under this Engagement at or in connection with any judicial or administrative proceeding other than this Engagement, Client will compensate Secretariat at its regular hourly rates and reimburse Secretariat for reasonable direct and allocated expenses (including counsel fees) with respect thereto.
3. All Professional Fees, Expenses, and other amounts payable to Secretariat will be due in accordance with Government Code Chapter 2251. Secretariat's Taxpayer Identification Number is 82-4596089.
4. Without limiting any of Secretariat's other rights and remedies, in the event any payment is not paid by Client within thirty (30) days of the submission of the invoice, then interest shall accrue in accordance with Government Code Chapter 2251. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Engagement. In addition to any other remedies set forth above, and any other remedies available at law, upon ten (10) days' written notice to Counsel and Client, Secretariat reserves the right to stop and withhold Services under this or any other Engagement with Client until payment is received on past-due invoices and amounts. It is Secretariat's normal practice to be paid in full for all work performed to date prior to issuance of a report, appearing for deposition, or testifying at a trial or hearing. In a judicial action to collect an invoice payment or interest due under Chapter 2251, the opposing party, which may be Client or Secretariat, shall pay the reasonable attorneys' fees of the prevailing party.



5. Secretariat's Professional Fees and Expenses are not contingent upon the final result of the matter, Services or Engagement, nor does Secretariat guarantee any result or resolution in connection with this Engagement.
6. Other professionals of Secretariat may be engaged by parties with interests that are adverse to and may not be consistent with the interests of Client. During the pendency of this Engagement, the Secretariat professionals providing Services under this Engagement will not provide services to a party that is adverse to Client in the matter that is the subject of this Engagement.
7. To the extent allowed by law and in accordance with the Texas Government Code Chapter 552, the Texas Public Information Act, the parties hereto agree that any confidential information received from the other party or parties shall only be used for the purposes of providing or receiving Services under this Engagement. Except as provided below, Secretariat will not disclose any the Client's confidential information to any third party without the Client's prior written consent. Secretariat understands that confidential information, as well as its work product and files, may become subject to discovery; however, until such materials are sought by subpoena or other process, they will be maintained by Secretariat as confidential. It is agreed that those materials and all other working papers and other documents prepared by Secretariat pursuant to this Engagement will be maintained as confidential materials and will not be disclosed to third parties without Secretariat's consent, except as may be required by law, regulation, or judicial or administrative process. Unless prohibited by law, Secretariat agrees to notify Client promptly of any of the following events: (a) a request by anyone to examine, inspect, or copy such documents or records; or (b) any attempt to serve, or the actual service of, any court order, subpoena, or summons upon Secretariat that requires the production of such documents or records. Confidential information shall not include information that is or becomes generally available to the public other than as a result of a breach of a non-disclosure obligation hereunder, is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information, or is or has been independently developed by the recipient.
8. In consideration for Secretariat providing the Services and undertaking the Engagement described herein, Client agrees that Secretariat and its members, owners, officers, directors, counsel, attorneys, employees, agents, and representatives (collectively referred to as "Secretariat Parties") shall not be liable to Client or its respective successors, assigns, or affiliates for damages in excess of the total amount of the Professional Fees actually paid to Secretariat under this Engagement. In no event shall Counsel, Client, Secretariat or the Secretariat Parties be liable for punitive or consequential damages of any kind.
9. This Engagement and the Services provided under it shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the choice of law provisions thereof. State courts of the State of Texas sitting in Williamson County, Texas (collectively, the "Courts") shall have exclusive jurisdiction in relation to any claim or dispute arising out of or relating to the Engagement or Services. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have personal or subject matter jurisdiction.



Counsel and Client acknowledge their respective acceptance and agreement with this Engagement as evidenced by their signatures below. Please return to Secretariat a signed copy of this engagement letter.

Very truly yours,

SECRETARIAT ADVISORS LLC

By:



David Todd
Director

Accepted by: The Chapman Firm, PLLC. (Counsel)

Signature:  _____

Name: Sarah Scott

Title: Attorney

Date: 5/29/24

Accepted by: Williamson County, Texas

Signature: _____

Name: _____

Title: _____

Date: _____

Name and address of Client representative designated to receive invoices related to this Engagement:

Mr. Jeff Chapman,
Name: The Chapman Firm, PLLC.
Address: 3410 Far West Boulevard, Suite 210



Austin, TX 78731

Phone: 512-872-3840

Email: jeff@chapmanfirm.com

