



Sean E. Breen  
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***Via Electronic Mail***

Williamson County

Dear Williamson County,

HOWRY BREEN & HERMAN, LLP (**Us** or **the Firm**) is pleased you have selected us for legal representation. The purpose of this letter is to clearly set forth our proposed agreement concerning the terms of the representation, in an effort to avoid misunderstandings later. Please read it carefully, because it describes the terms and conditions under which we agree to represent you.

**Description of the Engagement**

1. Identification of our Client. Our Client in this matter is Williamson County (**You** or the **Client**).
2. Identification of the Matter. Provide legal representation relating to litigation matters by and on behalf of Williamson County; to include, but not be limited to legal research, claims and demands as requested by the Williamson County Commissioners Court and/or its General Counsel (**the Matter**).

**Terms of the Engagement**

3. Fees. Our fees for this representation will be on an hourly basis. We will charge, and you (or others on your behalf, if specified above) have agreed to pay our rates for work performed on this representation. Those current rates are:
  - \$500 per hour for senior partner attorneys Sean Breen, Randy Howry;
  - \$400 per hour for all other attorneys; and
  - \$175 per hour for paralegals or legal assistants.

We review these hourly rates periodically and may adjust them. If such changes are necessary, you will be notified in writing before the change.

It is our policy to bill clients periodically for fees and out-of-pocket expenses. Each attorney, paralegal, and legal assistant records the time required to perform services, and these time records

are the basis for our bills. Those bills will generally describe services performed and any expenses incurred.

Our statements are reasonably detailed, and our clients do not usually have any questions about them. If you should ever have any questions or comments, however, please do not hesitate to call us so that we can discuss them.

Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we insist that our clients pay their bills promptly.

4. Retainer. We will not require a retainer at this time. We reserve the right to request a retainer. Should we request a retainer, such funds will be placed in our trust account, a State Bar of Texas Interest on Lawyers' Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. These funds will be applied to our final statement for fees and expenses or, at our discretion, to any past-due amounts.

Upon termination of our services, we will promptly refund any retainer, less any fees and expenses unpaid as of the date of our final bill.

We retain the right to request a supplemental retainer, over and above the original retainer, during our representation.

5. Costs & Expenses. You are responsible for paying costs and expenses of litigation on a monthly basis. Costs and expenses typically include, but are not limited to:

- court filing and service of process charges
- photocopying expenses
- facsimile transmissions
- travel costs
- long distance telephone bills
- computer assisted research charges, and
- expert, court reporter, and subpoena fees.

Some expenses may be large. These potentially large expenses include, but are not limited to:

- retaining expert witnesses;
- large copy jobs that may be required; and
- cost of court reporters for depositions.

In some instances, we will advance such costs and expenses on your behalf and bill you for them on a monthly basis. But for potentially large expenses, we may ask you to pay an estimated amount in advance of incurring these costs, or for a supplier to bill you directly.

6. Billing Cycle. We intend to issue invoices to you on a monthly basis. If during our representation we anticipate a significant increase in the level of our activity on your behalf—for example, trial preparation or trial—we may bill you more frequently.

Client's payments shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025.

During our discussions about handling this matter, we may provide you with estimates of the fees and expenses that will be required at certain stages of our representation. Such estimates are just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, particularly the extent to which other parties require our involvement on your behalf.

One reason we submit your bills shortly after we render services is so you will have a means of monitoring and controlling your expenses. If you believe expenses are mounting too rapidly, please contact us immediately so we can assist you in evaluating how they might be curtailed. If we do not hear from you, we assume that you approve of the overall level of activity in this matter.

7. Withdrawal for failure to pay fees and expenses. You understand and agree to the general policy of the Firm that, consistent with our ethical obligations, we will cease work for clients who are more than 30 days in arrears in paying our invoices. In such cases, you also agree that we may move to withdraw as your counsel and that you will promptly execute any withdrawal motions to accomplish this.

You also agree that we may retain papers relating to this matter to secure payment of any amount you owe us, to the extent permitted by law, but only if such retention will not prejudice your interests in the subject matter of the representation.

8. Staffing. We will assign such personnel to the Matter as we believe appropriate in seeking to achieve a favorable result for you. I will serve as partner in charge of the Matter, and Jená Tyree will be the paralegal who will work with me. However, there may be other partners, associates and paralegals that may assist as necessary.

### **Our Responsibilities**

9. Scope of Engagement. As legal counsel for you, we will represent your interests in the Matter.

10. Communication. We will keep you advised of the status of the Matter. It is our normal practice to provide you with copies of all:

- Most documents filed with the court, including important pleadings and motions;
- Orders issued by the Court;

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- Discovery requests received from opposing counsel; and
- Discovery requests and responses served on your behalf.

We do not normally provide you with all correspondence with the Court or opposing counsel, or more routine filings like hearing notices or vacation letters. If you have any particular requests concerning the copies of documents you receive, please let us know.

We will provide copies of these documents by email. If you prefer to receive these copies in a different manner, please let us know.

11. Client Documents. We will maintain all documents you furnish us in our client files.

At the conclusion of this matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents and our own files, including attorney work product, for a certain period of time and ultimately destroy them in accordance with our record retention program schedule.

12. Confidentiality. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies regarding privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy.

In the course of representing our clients, we receive all manner of significant personal financial information from them. As a client of the firm, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law.

We retain records relating to professional services we provide to assist our clients with their professional needs and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

13. Texas Lawyer's Creed. Enclosed for your information is a copy of the Texas Lawyer's Creed, which was promulgated and adopted by the Supreme Court of Texas. Rules governing Texas lawyers require us to furnish the Creed to new clients.

The Creed sets out important objectives that all Texas lawyers aspire to attain, including how lawyers are expected to relate to one another. Although compliance with the Creed is voluntary, our Firm adheres to its provisions. We will follow the Creed during our representation of you in this matter. If you have any questions regarding what that may mean, we will be happy to discuss them with you.

1900 Pearl Street | Austin, Texas 78705-5408 | office 512.474.7300 | fax 512 474 8557 | [www.howrybreen.com](http://www.howrybreen.com)

14. No warranty or guarantee of particular results. From time to time, we may express opinions or beliefs to you (or to others at your request) concerning this matter or its anticipated outcome. As is true with all legal services, we cannot and do not guarantee the results of our representation of you in this matter. We make no express warranties, promises, or guarantees concerning this representation or any particular result, and disclaim any implied warranties concerning it.

### **Your Responsibilities**

15. Preservation of Evidence. All persons have a legal obligation to maintain and not to destroy potential evidence once a legal claim is reasonably anticipated. If a party is found by a court to have destroyed evidence, the court may allow a jury to draw negative inferences from the destruction, and could order additional sanctions against the party (including fines or, in extreme cases, dismissal of a claim or a default in the case).

It is therefore very important that you (and any others acting at your direction) not destroy or permit to be destroyed evidence that may be relevant to the Matter. **This includes emails, text messages, social media accounts and posts, photos, and videos.**

Do not destroy any hard drives. Do not change computers, phones, or other personal devices without ensuring that all documents and data are preserved that relate in any way to this matter. Please use great care in preserving evidence, and especially electronic evidence such as emails, PDF, saved files and/or photographs.

Contact us before deleting or destroying anything if you have questions about what may need to be preserved or how to preserve.

16. Client cooperation. To enable us to effectively perform the services contemplated, it is essential that you fully and accurately disclose all facts and keep us apprised of all developments relating to this matter.

As you know, there is a discovery process in litigation. Sometimes the process is onerous and feels intrusive. We will use our best efforts to insure that the discovery process is within acceptable bounds. But when we ask you to look for documents or other information, it is important for you to use your best efforts to do so.

If there is something missing that you think that we should know about, please let us know. Sometimes, what is not found is important as well. We agree to cooperate fully with you and your representatives and make ourselves available to attend meetings, conferences, hearings, and other proceedings, as necessary.

Should you and your representatives fail to cooperate to the extent reasonably necessary for our representation, we reserve the right, consistent with our ethical obligations, to cease representation and withdraw.

17. Document Security. Email is a convenient tool. But you must use care in emails. Your emails to and from the Firm are privileged in most instances, with very few exceptions that most likely will never apply here. If a matter is highly confidential, however, consider using some other media for transmission.

Also, use extreme care in forwarding emails and/or documents. **Do not send any confidential privileged email to anyone who is not a privileged person. If you do so, the privilege may be waived.** If you have any questions about who may constitute a “privileged person,” ask the Firm before sending the email.

### **Conclusion of Engagement**

18. Early Termination or Withdrawal. The attorney-client relationship is a very personal one. For that reason, you have the right at to terminate this engagement at any time for any reason.

We have that same right to withdraw at any time, with or without cause, subject to reasonable notice under the circumstances and approval by any court that may become involved in your matter. Further, circumstances may arise that require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards.

In all such circumstances, we will cooperate in the transfer of this matter and your files (at your expense) to other counsel of your choice.

In the event of termination or withdrawal before this matter is concluded, we will be entitled to receive compensation from you for all accrued and unpaid services rendered and all disbursements made, under the provisions of this Agreement, up to the time of withdrawal.

19. Conclusion of Engagement. Upon completion of the Firm’s representation of you in this matter, whether upon completion of this matter or due to an earlier termination or withdrawal, the Firm will have no further obligation to advise you with respect to this matter or with respect to changes in the laws or regulations that could have an impact upon your future rights or obligations relating to this matter.

20. Disposition of documents. At the end of this representation, please let us know if you need any documents from our files: originals or copies of documents you provided to us, copies of other documents we received, or copies of documents we created.

We will retain documents for a limited time and then destroy them in accordance with our records-retention policy then in effect.

**General**

21. Effective Date. The Firm's representation of you shall commence on the date you, individually or through an authorized representative, accept the terms of engagement by signing and returning this letter along with any retainer described herein.

22. Authority. You warrant that the individual(s) signing below are authorized to bind You regarding this Agreement.

23. Choice of Law. All matters arising out of or related to this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

24. Venue in Williamson County, Texas. You and the Firm agree that any dispute arising out of or related to this Agreement shall be brought in the district courts of Williamson County, Texas.

25. Notice regarding the Attorney Grievance Process. Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "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's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information."

26. No verbal or oral agreements. This letter constitutes the entire agreement between you and the Firm. Your engagement of the Firm is not subject to any oral agreements or understandings. No obligation or undertaking not set forth expressly in this letter shall be implied on the part of either you or the Firm.

This Agreement can be modified only by a further written agreement signed by you and the Firm. Thank you for the opportunity to represent you in this matter. We look forward to working with you. We request that you sign and date and return one copy of this letter. Please keep a copy of this letter for your files so that you will have a record of the Agreement.

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**AGREED AND APPROVED:**

\_\_\_\_\_  
Authorized Representative of Williamson  
County, Texas

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sean Breen, for the Firm

\_\_\_\_\_  
September 22, 2020  
Date



**THE TEXAS LAWYER'S CREED**  
A MANDATE FOR PROFESSIONALISM

Promulgated by  
The Supreme Court of Texas and the Court of Criminal Appeals  
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

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**I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
  2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
  3. I commit myself to an adequate and effective pro bono program.
  4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
  5. I will always be conscious of my duty to the judicial system.
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**II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
  6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
  7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
  8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
  9. I will advise my client that we will not pursue any course of action which is without merit.
  10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
  11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
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### **III. LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

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#### **IV. LAWYER AND JUDGE**

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

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#### **ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS**

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

**"The Texas Lawyer's Creed - A Mandate for Professionalism"** as attached hereto and made a part hereof.

*In Chambers, this 7th day of November, 1989.*

**The Supreme Court of Texas**

Thomas. R. Phillips, Chief Justice  
Franklin S. Spears  
C. L. Ray  
Raul A. Gonzales  
Oscar H. Mauzy  
Eugene A. Cook  
Jack Hightower  
Nathan L. Hecht  
Lloyd A. Doggett  
Justices

**The Court of Criminal Appeals**

Michael J. McCormick, Presiding Judge  
W. C. Davis  
Sam Houston Clinton  
Marvin O. Teague  
Chuck Miller  
Charles F. (Chuck) Campbell  
Bill White  
M. P. Duncan, III  
David A. Berchelmann, Jr.  
Judges