

ATTORNEY EMPLOYMENT CONTRACT – HOURLY

THIS AGREEMENT is made and entered into by and between WILLIAMSON COUNTY, TEXAS (“CLIENT”), and DURHAM, PITTARD & SPALDING, LLP, or its successors or assigns (hereinafter called “DP&S”),

I. Scope of Employment

1.1 CLIENT hereby employs DP&S to act as lead counsel on behalf of all Plaintiffs in any appeal from a Final Judgment in the following case:

Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2, v. The Cameron County Housing Finance Corporation; In the 425th Judicial District Court of Williamson County, Texas.

David King and Jeffrey Hobbs of Armbrust & Brown, PLLC will act as co-counsel on any appeal for Plaintiff Williamson County and will remain Williamson County’s lead counsel in the trial court. Mark Dietz and Doug Cornwell of Dietz & Jarrard, P.C. will act as co-counsel on any appeal on behalf of Plaintiffs Siena Municipal Utility District No. 1 and Siena Municipal Utility District No. 2 and will remain their lead counsel in the trial court.

II. Attorney’s Fee

2.1 **Attorney’s Fee.** For and in consideration of DP&S’s professional services to CLIENT, CLIENT hereby agrees to compensate DP&S for services rendered at the rate of:

Rate	Attorneys
\$500.00/hour	Rick Thompson, Kirk L. Pittard, F. Leighton Durham, Thad D. Spalding, Justin R. Kaufman, Lara Hollingsworth, Dana Levy, Tammy Holt, Caren I. Friedman, Rosalind B. Bienvenu, Shannon Hays
\$475.00/hour	Lauren Harbour, Shelby White, Philip Kovnat
\$450.00/hour	Aditi Deal, Molly Samsell

CLIENT understands and agrees that, to the extent Attorneys associate contract attorneys to assist in this matter, CLIENT will be billed for the contract attorney’s time at the rates noted above, but that Attorneys may compensate the contract counsel at a lower rate than billed to CLIENT.

Also, to the extent necessary, the firm's paralegals and legal assistants will be billed as follows:

Rate	Paralegal/Legal Assistants
\$200.00/hour	All Paralegals and Legal Assistants

2.2 **Expenses & Court Costs.** In addition to fees for professional services, CLIENT agrees to pay for any expenses associated with our legal work on this matter, including but not limited to the following: filing fees; citation fees; record (clerk and reporter) preparation and copying fees; photocopying charges and charges associated with the binding and filing of any appellate briefs; as well as reasonable travel expenses of DP&S in representation of CLIENT, (which may include commercial, charter and DP&S's privately rented, leased or owned aircraft, which will be calculated with the estimated cost of operations and maintenance on a per hour basis); and all other reasonable fees and expenses which, in the sole judgment of DP&S, are necessary in the representation of CLIENT, who does hereby specifically authorize and empower DP&S to incur such expenses in their representation of CLIENT. CLIENT will be billed for any expenses on a monthly basis.

2.3 **Billing and Interest to accrue on any outstanding balance.** CLIENT will be billed monthly, with payment due upon receipt, but no later than thirty (30) days from the date of invoice. In the event payment of all or part of DP&S's invoice is not received within thirty (30) days, CLIENT agrees to pay DP&S interest in compliance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251) on all past due amounts. Upon the accrual of interest on any outstanding balance, any further payments received by DP&S will be applied first, to any accrued interest on the outstanding balance, as of the date of payment, and second, to the outstanding balance. CLIENT agrees that this paragraph and the obligation to pay any outstanding balance owed to DP&S, plus interest on any outstanding balance, survives termination of this Contract and that a charge for or collection of such interest by DP&S does not impact DP&S's right to terminate this Contract and withdraw from representation of the Client, as provided in section III, below.

III. Termination of this Contract

3.1 **Unpaid Fees and Expenses.** CLIENT understands and agrees that all fees are due and payable pursuant to the schedule set out above. CLIENT will be billed monthly for all fees and expenses incurred in DP&S's representation of Client. Upon the failure of CLIENT to pay the attorney's fees as agreed upon, upon the CLIENT's failure to pay any expenses billed to it, at the election of DP&S and in its sole discretion, DP&S may terminate this Contract.

3.2 **Failure to Cooperate.** CLIENT agrees to cooperate with DP&S at all times. CLIENT further agrees to keep DP&S advised of CLIENT's whereabouts (and provide

changes of address and telephone numbers), and shall comply with all reasonable requests of DP&S in connection with the preparation and presentation of the aforesaid matter on behalf of the CLIENT. If CLIENT fails to cooperate with DP&S, as agreed to herein, said failure will also constitute a default and allow DP&S to terminate this Contract.

3.3. **Termination and Withdrawal by DP&S.** In the event of unpaid fees and expenses or a failure of CLIENT to cooperate, CLIENT expressly agrees that DP&S is authorized to terminate this Contract and any representation of CLIENT and further, CLIENT hereby gives consent to DP&S to withdraw from any formal representation upon proper motion and do hereby agree to execute any and all pleadings, motions or other documents necessary to allow DP&S to withdraw from representation.

3.4 **Termination by Client.** CLIENT understands CLIENT can terminate KDP's representation at any time by providing written notice to DP&S at the address of their principal office. Should CLIENT elect to terminate DP&S's representation prior to the full conclusion of DP&S's services under this contract, CLIENT understands and agrees that DP&S remains entitled to recovery, and CLIENT remains obligated to pay all expenses of litigation and attorneys' fees which have been incurred by DP&S up to and including the date written notice is delivered to DP&S, pursuant to this paragraph.

IV. Client Documents

4.1 DP&S will maintain all CLIENT documents furnished to DP&S in DP&S's CLIENT files for this Matter. At the conclusion of this matter (or earlier if appropriate), it is CLIENT's obligation to advise DP&S as to which, if any, of the documents in DP&S's file CLIENT's wish to have returned. DP&S may keep copies thereof to the extent DP&S believes advisable for DP&S's records. DP&S will retain any remaining documents in DP&S's files and ultimately may destroy them.

V. Use of Artificial Intelligence

5.1 DP&S will maintain all Client documents Client warrants that no work product has been generated by the use of Artificial Intelligence ("AI") or, if AI has been used, Client has (a) protected the confidentiality of information in accordance with state bar ethical rules, and (b) has independently verified the accuracy of any legal authorities and propositions of law contained within such work product.

VI. Texas Law to Apply

6.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. The exclusive venue and jurisdiction of any and all suits from any and every breach of this Agreement shall be in any Court of competent jurisdiction in Dallas County, Texas.

VII. Parties Bound

7.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

VIII. No Guarantees by Attorneys

8.1 TRIAL ATTORNEY and client acknowledge that DP&S has not made any guarantee or representations as to the outcome of the case and TRIAL ATTORNEY and client acknowledge that they have been informed that DP&S can make no guarantees of a successful or satisfactory outcome of the dispute.

8.2 Either at the beginning or during the course of the representation, DP&S may express their opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by DP&S is intended to be an expression of opinion only, based on information available at the time, and must not be construed by you as a promise or guarantee of any particular result. No guarantees are possible in matters such as this one.

IX. Sole Agreement

9.1 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings, whether oral or written, between the parties respecting the subject matter herein. The terms of this Agreement cannot be modified or changed without the written consent of TRIAL ATTORNEY, Client, and DP&S.

X. Notices to Client

10.1 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 a complaint. Please call 1-800-932-1900 toll-free for more information.

10.2 **Texas Lawyer's Creed.** The Supreme Court of Texas has adopted and promulgated the Texas Lawyer's Creed. Although compliance with the Lawyer's Creed

is voluntary, DP&S adheres to its provisions. Please review the Texas Lawyer's Creed, a copy of which can be found at www.legalethicstexas.com/Downloads/Texas-Lawyers-Creed/Texas_Lawyers_Creed.aspx. If you have questions, we will be happy to discuss them with you.

10.3 **Standards of Appellate Conduct.** The Supreme Court of Texas has also adopted and promulgated Standards of Appellate Conduct. Like the Texas Lawyer's Creed, compliance with these standards is voluntary, but DP&S adheres to them. Please review these standards, a copy of which can be found at <http://www.txcourts.gov/media/1437423/standards-for-appellate-conduct.pdf>. If you have questions, we will be happy to discuss these with you as well.

EXECUTED this ____ day of _____, 2025.

CLIENT:

By: _____
As Presiding Officer of the Williamson County
Commissioners Court, On Behalf of
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626

BILLING CONTACT Hal C. Hawes
POSITION General Counsel
TELEPHONE (512) 943-3862
EMAIL hal.hawes@wilcotx.gov

DP&S:

By: **Thad D. Spalding** Digitally signed by Thad D. Spalding
Date: 2025.09.26 14:01:15 -05'00'

Thad Spalding
DURHAM, PITTARD & SPALDING, LLP
P.O. Box 224626
Dallas, Texas 75222
(214) 946-8000 - Office
tspalding@dpslawgroup.com