

**Telephone Consultation Agreement Between**  
**Harleton Independent School District and**  
**Eichelbaum Wardell Hansen Powell & Muñoz, P.C.**

It is agreed that Harleton ISD (hereinafter called "District") and Eichelbaum Wardell Hansen Powell & Muñoz, P.C. (hereinafter called "FIRM"), or its successor firm or assignee, do hereby agree to have FIRM represent the District as one of its attorneys beginning September 1, 2025.

The District will pay the one flat fee per year (September 1 through August 31) that entitles authorized district representatives to contact FIRM attorneys for telephone consultation.

Representatives may call as often as they want and the district is not billed additional fees unless work is required beyond the initial .3 hour telephone call. This agreement also entitles the District to client alerts and "Board Minutes" publications (sent via email) and reduced hourly rates on legal work beyond the initial telephone call. If the District engages FIRM for legal matters in the future, the current agreed upon billing rates and costs for out of pocket expenses will apply to those matters, unless engaged under a separate agreement for those matters. FIRM fees, rates and cost information are outlined in the attached Exhibit A. FIRM will inform the District of any changes to Exhibit A in writing. Continued use of FIRM services by the district constitutes an agreement by the District to any change in rates. The District will be invoiced the annual flat fee each future September 1st while this agreement remains in effect.

By virtue of execution of this agreement, an attorney-client relationship exists between FIRM and the District. The privilege extends to the board of trustees as a whole and those authorized representatives as designated by the District. Under the terms of this agreement, FIRM attorneys will communicate with the authorized representatives of the District. In so doing, the expectation is that the attorney-client privilege remains intact absent action by the board of trustees to waive the privilege.

This Telephone Consultation Agreement binds the District, their administrators, trustees, successors, assigns and legal representative to FIRM and to the partners, successors, assigns and legal representatives of FIRM with respect to all covenants stated above or attached to as an exhibit. The District agrees that FIRM may relieve itself from the responsibility of performing further work and, therefore, may withdraw as counsel should the District fail to timely pay FIRM for any fees or expenses incurred in representation of the District in any matter.

If this letter correctly reflects the terms and conditions of our representation of the District, please indicate the Board's approval by your signature below, and return it to us. The District may terminate this agreement at any time with written, telephone, or electronic notice to the firm.

**Approval by the Board on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.**

\_\_\_\_\_  
Board President  
Harleton Independent School District

\_\_\_\_\_  
Managing Shareholder  
Eichelbaum Wardell  
Hansen Powell & Muñoz, P.C.

Eichelbaum Wardell  
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Telephone Consultation Agreement

## **EXHIBIT A**

**Eichelbaum Wardell  
Hansen Powell & Muñoz, P.C.  
TELEPHONE CONSULTATION AGREEMENT  
Fees, Rates, and Expenses  
as of September 1, 2025**

### **FEES**

On each September 1, the District will be billed one flat fee of \$1,000, which entitles authorized representatives to unlimited telephone advice on initial calls under .3 hours related to a single matter.

### **RATES**

For any work conducted on a matter beyond the initial telephone call, the District will be charged the following reduced hourly rates:

\$345 for Senior Shareholders (30+ Years of Practice)  
\$330 for Senior Shareholders (20+ Years of Practice)  
\$315 for Shareholders and Of Counsel  
\$290 for Senior Associates  
\$270 for Associates  
\$220 for Attorneys Pending Licensure and  
\$135 for Law Clerks and/or Paralegals.

### **EXPENSES**

In addition to fees for legal services, statements will include other charges for expenses and services incurred in relation to providing legal services.

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| Copying and Printing   | \$.15 per page for black & white copies<br>\$.50 per page for color copies   |
| Delivery charges, Long Distance Charges,<br>Long Distance Cellular, Postage, Electronic<br>Research and Travel | Actual cost  |
| Mileage  | IRS standard rate  |
| Court Reporters and other Outside<br>Vendor Fees   | Actual cost<br><i>Invoices for such services will be sent to the<br/>District for direct payment by the District to<br/>the vendor involved.</i> |