

**STATE OF TEXAS** §  
§  
**COUNTY OF DALLAS** §

**AGREEMENT FOR LEGAL REPRESENTATION**

THIS AGREEMENT is made and entered into this date by and between the Coppell Independent School District, a Texas governmental unit (hereinafter referred to as “District”), and Robert E Hager of Nichols, Jackson, Dillard, Hager & Smith, L.L.P., (hereinafter referred to as “Attorney”).

1. SCOPE AND DESCRIPTION OF SERVICES: Attorney or his designee shall provide professional services to and legal representation on behalf of the District in connection with issues related to the Northlake project litigation. Attorney shall represent the District and the interests of the District as the District’s representative as needed, at the request of the District’s general counsel or other special counsel. In performing professional services, Attorney shall provide such services in accordance with high standards of ethics and professionalism and shall afford to the District all privileges inherent in the attorney-client relationship. Attorney shall provide the District with reports, as requested, describing his activities and efforts over the preceding reporting period.

2. TERM AND TERMINATION: Attorney shall perform the services called for in this Agreement for an indefinite period; this Agreement may be terminated by either party at any time for any reason, with or without cause, upon ten (10) days’ written notice.

3. COMPENSATION: Attorney shall perform the services called for in this Agreement to the District for a flat fee rate of \$500.00 per month for such professional services. Additional charges for services and/or expenses beyond the scope of this Agreement shall be as mutually agreed upon by the parties, in advance of incurring such charges.

4. ASSIGNMENT: Inasmuch as this Agreement is intended to secure the specialized and personal services of Attorney, Attorney may not and shall have no power or authority to assign, delegate or otherwise transfer any interest or duty herein without the prior written consent of the District and any such assignment, transfer, or delegation without the District’s prior written consent shall be considered null and void. Notwithstanding anything to the contrary herein, however, both parties understand and agree that Attorney may, from time to time, designate and/or enlist the assistance of other attorneys within the firm of Nichols, Jackson, Dillard, Hager & Smith, L.L.P., to perform services hereunder.

5. INDEPENDENT CONTRACTOR: By the execution of this Agreement, the District and Attorney do not change the independent contractor status of Attorney. No term or provision of this Agreement or any act of Attorney in the performance of this Agreement may be construed as making Attorney an employee of or joint venturer with the District. Attorney shall have no power or authority to enter into contracts on behalf of the District or to bind the District in any contractual undertaking without prior express approval of District.

6. ENTIRE AGREEMENT: This Agreement represents the entire and integrated agreement between the District and Attorney and supersedes all prior negotiations, representations or agreements, either written or oral.

7. AMENDMENT: This Agreement may be amended only by written instrument signed by both the District and Attorney.

8. LAW AND VENUE: The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by Texas law. Exclusive venue for any action arising under this Agreement shall be in the state courts of proper jurisdiction in Dallas County, Texas.

9. NOTICES: All payments, notices, communications and reports under this Agreement shall be considered complete when deposited in the mail, properly addressed to the party as set forth hereinafter. Any notices required hereunder shall be mailed or delivered to the respective party at the addresses shown below, unless either party is otherwise notified in writing by the other party:

District: Dr. Jeffrey Turner  
Superintendent  
Coppell Independent School District  
200 South Denton Tap Road  
Coppell, Texas 75019

Attorney: Robert E. Hager  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 N. Akard Street  
Dallas, Texas 75201  
(214) 965-9900  
(214) 965-0010 Fax

10. SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, or unenforceable provision had never been contained in this Agreement.

11. IMMUNITY; RIGHTS IN THIRD PARTIES: Notwithstanding any term or provision of this Agreement, the District does not waive, and hereby expressly retains, its immunities, sovereign, legislative, official, qualified and otherwise, and any and all available defenses. This Agreement is between the District and Attorney only; nothing in this Agreement shall be interpreted or construed to confer any rights or benefits or to create a contractual relationship with or a cause of action in favor of any third party or any person not a party to this Agreement against either the District or Attorney.

EXECUTED in single or multiple originals this \_\_\_\_ day of August, 2006.

COPPELL INDEPENDENT SCHOOL DISTRICT

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DR. JEFFREY TURNER  
SUPERINTENDENT

ATTEST:

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ROBERT E. HAGER, OF NICHOLS, JACKSON,  
DILLARD, HAGER & SMITH, L.L.P.

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By: Robert E. Hager