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SARA LEON  
& ASSOCIATES, LLC

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April 10, 2020

Dr. Marc Puig  
Superintendent of Schools  
Beeville Independent School District General School Law  
201 N Saint Mary's St.  
Beeville, TX 78102-4606

Re: 2020-2021 General Counsel Legal Services Agreement

Dear Dr. Marc Puig:

Sara Leon & Associates, LLC is pleased to represent your District on an as-needed basis in connection with general counsel legal services with no retainer fee charged. The purpose of this letter is to set forth the agreement between the District and with respect to the terms of the engagement.

The undersigned entity ("CLIENT"), hereby retains the law firm of Sara Leon & Associates, LLC (the "Firm") to provide general legal counsel and representative in matters requiring legal services, as requested by CLIENT.

**NO FEE QUESTION CALL SERVICES**

CLIENT'S administration will have access to the Firm's attorneys to respond to unlimited routine questions at **no fee to the CLIENT**. "Question Calls" are calls to attorneys that are routine calls and do not require any legal research or written work product. In other words, the attorney can give you a quick answer. Question calls are unlimited and can also be used for a second opinion. The Firm maintains a 24-hour answering service, and endeavors to respond in a timely manner to Question calls.

**GENERAL LEGAL SERVICES**

CLIENT will not be charged an annual retainer fee for general legal services.

In the event that substantive legal work is requested, general counsel services will be provided at the hourly rates set forth below. Firm attorneys will confirm with the CLIENT would like the Firm to conduct more extensive representation before billing the CLIENT.

Firm attorneys maintain daily time records, in 1/10 hour increments. Monthly invoices identify the legal professional performing the work, describe the legal work performed, and record the time expended on each task. Invoices will provide separate totals for "no charge" question call services and billable legal services and expenses followed by a combined total of services and costs. Fees and expenses are due and payable within thirty days after the date of billing.

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The Firm also performs transactional work in connection with Chapter 313 agreements entered pursuant to the Texas Economic Development Act and bond counsel services. These transactional services are provided on a transactional fee basis and will be provided under a separate engagement agreement. Please contact the Firm if you require legal services in connection with a Chapter 313 or bond transaction.

### **LEGAL TRAINING**

CLIENT will have access to board or administrator legal training session on any legal topic requested by the CLIENT. Training will be provided at CLIENT request at the regular hourly rate for legal services. Preparation of the legal training materials will be at no cost to the CLIENT.

### **SCHEDULE OF BILLABLE FEES AND EXPENSES**

CLIENTS that engage the firm for hourly billable work will incur fees consistent with the fee scale below. For hourly work, the Firm has a sliding fee scale for attorneys based upon the experience of the attorney. The Firm reserves the right to increase its hourly rate during the term of this Agreement, particularly in the event of unanticipated increases in the costs of doing business, but only after first providing CLIENT with notice of the proposed change in rates and permitting CLIENT the opportunity to terminate the Agreement.

The Firm bills attorney and paralegal time on the following fee scale:

Partner/ of Counsel	\$290.00 per hour
Senior Associate	\$275.00 per hour
Associate	\$245.00 per hour
Paralegal	\$130.00 per hour
Legal Assistant	\$100.00 per hour
Travel Time	<i>1/2 the Attorney's hourly rate</i>

The Firm charges only for expenses that represent direct costs of the delivery of legal services. Expenses are to be billed as follows:

In-house photocopies:	15¢ per copy
Electronic Library Charges:	\$95.00 per hour (not to exceed \$300/month)
Outside photocopy services:	At cost as billed by provider
Postage:	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits):	At cost
Mileage:	Current IRS rate (.585/mile)
Travel/Lodging:	At cost
Courier Services:	At cost

## **TERMINATION**

This agreement may be terminated by either party at any time. Additionally, the Firm's rules of professional conduct require us to terminate this agreement if:

- (a) Either the client or Firm request termination;
- (b) The client insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law; or
- (c) The client insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules or disregards an agreement or obligation to the Firm as to expenses or fees for services rendered.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to the rights of client, including giving due notice to client, allowing time for employment of other counsel, delivering to client all papers and property to which Client is entitled, and complying with the applicable laws and rules.

## **FIRM COMMUNICATIONS**

A Client is protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal anything a client says to him or her, except in instances where a person's life may be endangered, or as prescribed by section 261.101 of the Texas Family Code regarding child abuse, or where the client communication is made in the presence of others who are not represented by the attorney. The reason for this protection is that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest.

The Firm pledges to keep Client advised on how any legal matter is progressing, based on information received from the court, opposing party, and from Client. The Firm routinely sends Client copies of all pleadings, discovery and correspondence for Client's information. Day-to-day communication between Client and the Firm is typically between the Superintendent (and appropriate administrative staff) and the Firm. The Client may also identify specific staff members who are authorized to access the services of the Firm. In accordance with this written Agreement individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from the District's legal counsel is sought. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

The Client's records management officer is responsible to ensure compliance with the applicable minimum retention schedules. The Firm shall return any original instruments to the Client. However, **unless notified to the contrary, in writing, the Firm reserves the right and privilege to destroy files five (5) years from the date a file matter is closed.** If Client fails to request, in writing, the return of any items, Client consents that said items may be destroyed after the passage of five (5) years from the date the file or matter is closed.



April 10, 2020

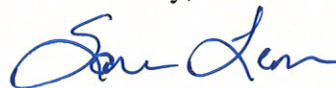
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The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The Creed requires Texas attorneys to advise clients of the contents of the Creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed is attached to this Agreement for Client's review. Client understands that the Firm may not violate this Creed.

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. For more information, please call 1-800-932-1900. This is a toll-free call.

If the terms of this engagement agreement are acceptable, so indicate by executing the enclosed copy of this letter in the space provided below and return it to me.

Sincerely,



Sara Hardner Leon

AGREED:

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