

**SNEED, VINE & PERRY**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
ESTABLISHED 1926

2705 BEE CAVES RD., SUITE 160  
AUSTIN, TEXAS 78746

TELEPHONE (512) 476-6955

FACSIMILE (512) 476-1825

Writer's Direct Dial:  
(512) 494-3126

Writer's e-mail address:  
awilk@sneedvine.com

June 3, 2020

**BY ELECTRONIC MAIL:**

Susan K. Bohn  
Superintendent  
Aledo Independent School District  
1008 Bailey Ranch Road  
Aledo, Texas 76008  
***Email: [sbohn@aledoisd.org](mailto:sbohn@aledoisd.org)***

Re: Land Transfer and Swap

Ms. Bohn:

This letter sets out the terms of our engagement to represent Aledo Independent School District ("AISD") in connection with the above-reference transaction. If there are other matters outside the scope of this engagement that our firm can be of assistance, we will be pleased to discuss those matters with you also.

The purpose of this letter is to explain our firm's billing practices. In doing so, we invite AISD's questions to ensure that we have a full understanding on these matters. While I will have the principal day to day responsibility for representing AISD, I anticipate that other attorneys and legal assistants in our office will also be involved in representing you, including specifically my partner, Kasi Moeskau, and our associate, Emily Hejl. I will utilize their assistance when I consider it necessary or beneficial.

Our legal fees are based primarily on the time spent on particular matters. For this matter the billing rate for Kasi and me will be \$350.00 per hour and the billing rate for Emily will be \$250.00 per hour. We also utilize paralegal assistants and their time is currently billed at \$125.00 per hour. Historically, these rates have been adjusted by the firm on an annual basis effective January 1.

Each of our attorneys maintains time records of the services performed for each client. Each month, we generate a statement showing the work performed and the dollar amount charged for the prior month. In addition, it may be necessary for us to incur additional expenses on your behalf for long distance telephone calls, travel, lodging, meals, and the like. We also charge for ancillary services such as photocopying, computerized legal research, and staff overtime when we consider that work necessary. These items are shown on our monthly invoices as "Costs Advanced."

I will forward all bills for services rendered in this matter directly to your attention, as it is my understanding that you will be responsible for authorizing payment of all legal fees and costs incurred. Our bill is due upon its receipt and we ask that you endeavor to pay it as promptly as possible. If any bill remains unpaid after thirty (30) days, then I must seek approval from our Board of Directors before we can perform any further work. For your information, our firm's tax identification number is 74-2502943.

AISD has the right to terminate our representation at any time. We reserve the right, as we do with all of our clients, to suspend or terminate any work in progress in the event timely payment is not made on monthly statements. If disputes arise that interfere with our ability to effectively or objectively represent you and are not resolved timely, or if billing disputes arise that are not timely resolved, we reserve the right to refrain from further representation. In that event, you agree, on request, to execute written consent to withdrawal. Upon any such termination and our presentation of a final bill, all fees and costs previously advanced will be due.

As is true with all legal services, we cannot and do not guarantee the results of our representation. We cannot and do not make any warranties, express or implied, with regard to our representation.

Upon completion of our work on any particular matter, it is our firm's policy that AISD's original documents and other AISD property are returned within a reasonable period of time. Our own files, including attorney work product pertaining to the matter, will be retained by the firm. These firm files include firm administrative records, time and expense reports, billing and accounting records, and internal work product. Internal work product includes drafts, notes, internal communications (in both paper and electronic mediums), and legal and factual research prepared for the internal uses of our firm's attorneys. All documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us after the completion of our work.

In keeping with technological advancements and the corresponding demands of our clients, it is the practice of the firm to use electronic (e-mail) correspondence from time to time to communicate and to transmit documents. The firm employs several security measures to prevent the interception of electronic transmissions and preserve confidentiality. Still, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use e-mail in the scope of our representation.

Texas Lawyer's Creed: The Texas Supreme Court has adopted the Texas Lawyer's Creed which sets forth standards for attorney professionalism and states lawyers should advise their clients of its contents when undertaking representation. This document can be found at <http://www.txcourts.gov/media/276685/texaslawyerscreed.pdf>.

**Notice to Clients:** 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.

**ARBITRATION. IF CLIENT AND FIRM ARE NOT ABLE TO RESOLVE ANY DISPUTE THEMSELVES, THEN FIRM AND CLIENT AGREE THAT ALL DISPUTES OR CLAIMS BETWEEN US OF ANY NATURE WHATSOEVER WILL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. THIS AGREEMENT INCLUDES BUT IS NOT LIMITED TO DISPUTES OVER THE QUALITY OR APPROPRIATENESS OF OUR SERVICES, THE FEES AND COSTS OF OUR SERVICES, AND CLIENT'S OBLIGATIONS TO TIMELY PAY FOR OUR SERVICES. THE ARBITRATOR WILL HAVE POWER TO DECIDE ALL MATTERS, INCLUDING ARBITRABILITY, BUT MUST DECIDE ALL DISPUTES IN ACCORDANCE WITH TEXAS LAW. FIRM AND CLIENT CHOOSE ARBITRATION BECAUSE IT IS USUALLY LESS EXPENSIVE AND QUICKER THAN LITIGATION AND IT WILL ALLOW THEM TO RESOLVE THEIR DISPUTES PRIVATELY. THE ARBITRATOR WILL ALLOW LIMITED DISCOVERY TO ENABLE FIRM AND CLIENT TO PRESENT THEIR CASES, BUT WILL BE MINDFUL OF THEIR MUTUAL DESIRE TO AVOID THE EXPENSE OF BROAD DISCOVERY TYPICALLY ALLOWED IN CIVIL LITIGATION.**

We are looking forward to representing you in this matter. If, after your review of this letter, it meets with AISD's approval, we ask that you execute the acknowledgement and scan a copy for our records.

Sincerely,

Adam S. Wilk

**AGREED AND ACKNOWLEDGED:**

ALEDO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_