

August 14, 2018

Members of the Board of Trustees
Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761

Re: Tax Ratification Election Pursuant to Section 26.08, Texas Tax Code

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as counsel to the Ector County Independent School District (the "District") in connection with the above-referenced election (the "Election"). We understand that the Election is being conducted for the purpose of ratifying a tax rate to be adopted by the Board of Trustees which will trigger a rollback election pursuant to Section 26.08 of the Texas Tax Code (the "Property Tax Code"). We further understand that the Election will be held on November 6, 2018. Please note that we previously assisted the District in conducting a similar election on November 7, 2017.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform, or have already performed on your behalf, the following duties:

- (1) Prepare and review documents necessary or appropriate to order the Election and coordinate the authorization and execution of such documents;
- (2) Review any legal issues relating to the conduct of the Election, in consultation with the District's General Counsel;
- (3) Prepare a Notice of Election and coordinate the posting and publication of such notice;
- (4) Review drafts of informational materials such as brochures, web pages, mass emails and mass mailings for compliance with statutes and regulations prohibiting use of public funds for political advertising;
- (5) If requested, attend meetings with District officials and the Board of Trustees;
- (6) Coordinate with the Ector County Elections Administrator, if necessary; and



- (7) Prepare and review documents necessary or appropriate to canvass the Election and coordinate the authorization and execution of such documents.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (a) Drafting state constitutional or legislative amendments;
- (b) Pursuing test cases or other litigation;
- (c) Calculating the District's effective tax rate or rollback tax rate;
- (d) Preparing any Notice of Public Meeting to Discuss Budget and Proposed Tax Rate pursuant to Section 44.004, Texas Education Code;
- (e) After the Election, providing continuing advice to the District or any other party concerning any actions necessary to assure compliance with the Property Tax Code; or
- (f) Addressing any other matter not specifically set forth above that is not required to conduct the Election.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the District will be our client and an attorney-client relationship will exist between us. Our services as counsel are limited to those contracted for in this letter, and the District's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the District and the attorney-client relationship created by this engagement letter will be concluded upon the canvass of the Election. We hereby represent that during the term of this agreement our firm does not, nor will it, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2270.002, of the Texas Government Code.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the District, one or more of our present or future clients will have transactions with the District. We do not believe such representation, if it occurs, will adversely affect our ability to represent the District as provided in this letter, either because such matters will be sufficiently different from the



Election so as to make such representations not adverse to our representation of the District, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the Election. Execution of this letter will signify the District's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the schedule for the Election; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to this matter; (iv) the responsibilities we will assume in connection therewith; and (v) the work we previously performed with respect to the tax ratification election held by the District on November 7, 2017, our fee will be \$8,000. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, deliveries and shipping costs, translation costs, publication costs, and other expenses. We estimate that such charges will be in the range of \$1,000-\$2,000. Our fee will be billed on or after the date the Election is canvassed and will be due within 30 days thereof, regardless of the outcome of the Election.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the Election will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

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If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

McCall, Parkhurst & Horton L.L.P.

By: 
Rodolfo Segura Jr

Accepted and Approved

Ector County Independent School District

By: _____
President, Board of Trustees
Date: August 14, 2018