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Counsel Engagement Agreement

November 5, 2019

Ms. Joanna Horton
Board President
Scurry-Rosser Independent School District
10705 S. State Highway 34
Scurry, Texas 75158-3163

Re: Counsel Engagement Agreement between POWELL, YOUNGBLOOD & TAYLOR, LLP and SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT

Dear Ms. Horton:

In keeping with our recent conversations, I propose the following as the agreement for legal services between **POWELL, YOUNGBLOOD & TAYLOR, LLP** as legal counsel and **SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT** as client. As the context may require in this agreement, “we,” or “us” refers to **POWELL, YOUNGBLOOD & TAYLOR, LLP**; and “Client,” or “you” refers to **SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT**.

1. Scope of Engagement. You have retained us to handle the following matters for you (the “Engagement”):

Assisting Client with facilities construction related representation and other legal matters as assigned by the Client.

We agree to perform all services that, in our judgment and with your input, are necessary to conclude the Engagement. You agree to pay a retainer, attorney’s fees, and expenses as described below for such services. We obviously cannot make any promises or guarantees about the outcome of the Engagement, but we do undertake to provide you with the reasonable and necessary legal services that are, in our opinion, required to complete your case.

2. Retainer. We have considered the circumstances outlined to us thus far, and we have decided not to request a retainer.

3. Fees. We will provide legal services at a fee of \$285.00 per hour, to be billed in increments of one-tenth of an hour. Except as discussed below, we will charge for time spent in representing the Client’s interests, including, by way of illustration, telephone and office conferences with the Client, consultants, opposing counsel, and others; factual investigation; legal research; and drafting letters, memoranda, and other legal documents. We will invoice the client for one-half (1/2) of our travel time. We do not bill for attempted but uncompleted telephone calls or similar activities. A schedule of fees and expenses that you may incur is attached at the end of this letter agreement.

4. Incidental Charges. In addition to our fee, we will charge for reasonable and necessary expenses incidental to the performance of our legal services, such as photocopying, messengers, travel expenses, postage, specialized computer applications, and filing fees. These charges will be itemized on our invoices, consistent with the attached schedule of fees. Unless special arrangements are made, fees and expenses of others (such as court reporters, experts, investigators, and consultants) will be the Client's responsibility and will be forwarded to the Client for direct payment to the vendor. These bills must be kept current or we will stop work on the case. We will do our best to get estimates of the costs of these services before the costs are incurred.

5. Invoices. We will submit statements to you for fees and expenses on a monthly basis. You are encouraged to review our statements and discuss any questions with us concerning the level of activities and the nature of the services rendered. Our goal is for you to receive legal services that represent a good value for the funds you are expending. If you believe that expenses are mounting too rapidly, or if the level of activity on a matter appears to exceed the significance of the matter, please contact us immediately so we can work together with you to make necessary adjustments. If we do not hear from you, we will assume that you approve of the overall level of activity undertaken on your behalf.

6. Cooperation. To enable us to render effective legal services, you agree to advise us of all facts and keep us informed of all developments relating to the matters of our representation. We necessarily must rely on the accuracy and completeness of the facts and information the Client provides us. Also, we cannot address any concerns with our representation unless we know about them. Accordingly, if any problems or concerns arise during the course of our representation, please call us so they can be addressed at the earliest possible time.

We are bound by very strict rules, which essentially require us to serve you and the courts honestly and faithfully. We cannot, under any circumstances, break these rules. If a client insists that we perform some act which is dishonest or that we use a witness who will not tell the truth, we are required to withdraw from representing the client. You fully understand that we also may withdraw if you make it unreasonably difficult for us to carry out our employment, insist that we act contrary to our judgment or advice, disregard our fees, costs and expenses, fail to provide information as requested, or fail to deal courteously and honestly with us.

In our experience, these last few considerations seldom cause a problem, but we feel it is best to have them mentioned at the outset of our relationship.

7. Termination of Engagement. Our engagement by the Client is "at-will," and may be terminated by either party at any time by written notice to the other party, and as permitted by the Texas Rules of Civil Procedure and Texas Disciplinary Rules of Professional Conduct. In such event, the Client will owe us only the amounts due for services already rendered. We may also withdraw from the Client's representation in this matter at any time if in our judgment, 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; seeks to pursue an illegal course of conduct; insists that Attorney pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules; by other conduct renders it unreasonably difficult for Attorney to carry out his or her employment; insists that Attorney engage in conduct that is contrary to the judgment and advice of the attorney but not prohibited under the disciplinary rules; or deliberately disregards an agreement or obligation to Attorney as to expenses or fees for services rendered, costs, or expenses.

Client agrees to cooperate and comply fully with all reasonable requests by attorney on any matter encompassed by or made the basis of this document, including prompt payment of fees, costs, and expenses on the occurrence of any of the covenants set out in this document.

When the Engagement is completed, our employment will be at an end. If the Engagement consists of advice and assistance, it will end when our work is complete, and we so notify you by closing letter. If the Engagement includes an administrative hearing or court trial, it will end with the entry of a decision or judgment. If the Engagement results in a settlement, it will end with execution of the settlement agreement. Any new matters that arise thereafter, including but not limited to enforcement of the decision, judgment, or settlement and any appeal or answering of an appeal will require the negotiation of another contract for our subsequent handling of your work.

8. Outcome Uncertain. Client understands that the outcome of this Engagement is not certain and acknowledges that Attorney has made no representation concerning the successful outcome of this Engagement. Any statements by Attorney about a favorable outcome from any course of action are statements of opinion only and are not a guarantee.

9. Confidentiality. Conversations between an attorney and client are 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. The reason for this protection is that the experience of many hundreds of years has proved 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. Your candor will assist us tremendously in representing you; it is doubly protected by law and the disciplinary rules and is very much encouraged. You can rely on us to be candid as well.

We use e-mail as one form of communication with our clients. We will attempt to promptly check for and respond to any e-mail correspondence from Client. Client understands that e-mail correspondence is not secure like mail through the Postal Service and that e-mail can be intercepted by third parties. By the sending of an e-mail to the attorneys, Client consents to our responding and using e-mail in the future to communicate with Client and Client bears all risks of the loss of privacy that may occur with e-mail communication and releases us from any liability for loss of privacy.

10. Your Documents. We reserve the right and privilege to destroy Client's file five (5) years from the date the file is closed. At the conclusion of this engagement, you may request the return of any personal documents or items back from us after your file is closed. If you fail to request the return of any items, said items may be destroyed after the passage of five (5) years from the date the file is closed. Documents produced by Client in response to discovery are not considered part of Client's file and we do not have an obligation to store these documents for an extended period after the file is closed. Therefore, these documents may be destroyed at any time after the file has been closed with thirty (30) days written notice from us.

11. Texas Lawyer's Creed. The Texas Supreme Court has adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The creed requires attorneys to advise their clients of the contents of the creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed is included in this Engagement Agreement for your review. Client understands that we may do nothing which violates this Creed.

This agreement is payable and performable in Austin, Travis County, Texas.

We are very pleased to have the opportunity to work with you. Please contact us if you have any questions now or in the future. Thank you for your confidence in us.

With best regards, I am

Respectfully yours,



Rick L. Lambert
For the Firm

RLL:dt

APPROVED AND AGREED:

CLIENT: SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT

By: _____
Ms. Joanna Horton, Board President

POWELL, YOUNGBLOOD & TAYLOR SCHEDULE OF FEES AND EXPENSES

PERSONNEL	HOURLY RATE
Partner/of Counsel	\$285.00
Senior Associate	\$255.00
Junior Associate	\$225.00
Certified Paralegal	\$130.00
Legal Assistant	\$100.00
Travel Time	½ the Attorney's hourly rate

Attorneys bill on an hourly basis, and PYT's fee scale for attorneys is based upon the experience of the attorney.

PYT charges only for expenses which represent direct costs of the provision of legal services. Expenses are billed as follows:

In-house photocopies:	25¢ per copy
<i>Lexis Nexis</i> Electronic Library Charges	\$95.00 per hour (not to exceed \$300 monthly)
Outside photocopy services	At cost as billed by provider
Postage	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits)	At cost
Mileage: In Town Out-of-Town	No charge 58¢/mile (or current IRS rate)
Travel/Lodging	At cost
Courier Services	At cost

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.

THE TEXAS LAWYER'S CREED

A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
 2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
 3. I commit myself to an adequate and effective pro bono program.
 4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
 5. I will always be conscious of my duty to the judicial system.
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II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
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III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will

not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

