

UNDERWOOD

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December 17, 2019

Dr. Scott Muri, Superintendent
and Board of Trustees of Ector County ISD
802 N. Sam Houston
Odessa, Texas 79761

Via Email

Mr. Art Martin, CRO
802 N. Sam Houston
Odessa, Texas 79761

Via Email

Re: Agreement for Legal Services of Underwood Law Firm (this "Agreement")

Dear Trustees, Dr. Muri and Mr. Martin:

I am pleased the Ector County Independent School District's Board of Trustees will consider retaining the Underwood Law Firm at its upcoming Board Meeting. If Underwood is approved by the Board at the meeting, and upon the Board President, or designee, signing this Agreement, this Agreement will govern the terms of our representation of the District. For the legal services assigned to Underwood by the District, I will be the primary lawyer who works with the District, but other Underwood lawyers are also available to assist as needed. This agreement contemplates work on an hourly basis, work on possible agreements for limitation on appraised value as set out in Chapter 313 of the Texas Tax Code ("313 Matter(s)") and certain other financial arrangements set forth herein. Under the Agreement, hourly work performed by shareholders will be billed at \$275.00 an hour, associates will be billed at \$250.00 an hour and paralegals will be billed at \$100.00 an hour. Services in this agreement include, but are not limited to, representation for general school law matters for the District under the direction of the Board, Superintendent, CFO or their representatives.

The current 313 Matter relates to an Application submitted by OBERON SOLAR IA, LLC. You have requested we work with applicant to amend its Application. Generally, the scope of our services are as follows:

1. Consult, as needed, regarding mandatory procedures and Comptroller rules, and legal risks regarding a school district's participation in each Agreement;
2. Retain and consult with a school finance analyst, on the school district's behalf, who will use district-specific financial models to estimate the potential impact that a proposed Agreement may have on the District;

3. Retain and consult with an economist on the District's behalf (if needed), to develop an independent economic impact evaluation;
4. Coordinate with the Texas Comptroller's office to submit and process the application(s) under Chapter 313, as applicable;
5. Review, with the school finance consultants and any economic consultant, the Comptroller's economic impact evaluation and certification decision concerning any proposed Agreement;
6. Negotiate, on the District's behalf, an Agreement with the Applicant; and
7. Prepare a written Agreement and assist the District with preparing findings of fact and any and all other legal requirements to obtain such an Agreement.

To enable us to effectively perform the services contemplated, it is essential that the District discloses fully and accurately all facts and keeps us apprised of all developments; particularly, any District trustees who may have a business interest or business relationship with any applicant seeking an agreement under Chapter 313.

Our standard fees for 313 Matters vary based on the matter, but hourly rates range from \$375 - \$425. Fees for work on additional agreements, if any, may be negotiated as appropriate depending on the circumstances that exist at that time. Each fee is only due and should be paid by the District from and on receipt of an application and accompanying application fee from the Applicant. No fees shall be due or owing for pre-application services that may have been provided, unless and until the Applicant submits an application and fee. These fees do not include extraordinary expenses incurred on the District's behalf, if any. But typical expenses such as travel costs, photocopying, deliveries, long distance telephone, telefaxes and filing fees, if any, are included in our fee. Underwood reserves the right to seek additional fees for extenuating circumstances that could arise in a transaction of this magnitude, such as having to engage school finance consultants to provide additional or alternative school finance studies. If, for some reason, an application and fee are tendered, but an Agreement is not consummated, it is our understanding that we will retain our fees for preparing and assisting the District with each proposed Agreement, as necessary and as described above.

The District can terminate the Agreement on written notice at any time. Subject to any ethical requirements, our firm could likewise terminate the Agreement on written notice.

Material terms of the Agreement are:

1. Benefits of Relationship with Underwood. During the term of this relationship, the Underwood Law Firm will use its best efforts to undertake the following:
 - Firm lawyers will maintain memberships in the Council of School Attorneys and the National School Boards Association.

- Firm lawyers will attend the annual meeting and continuing legal education program of the Council of School Attorneys held in conjunction with the TASA/TASB annual convention.
- At least one lawyer will attend the University of Texas continuing legal education program.
- Regular Client Alert emails on school law issues.
- The hourly rates contained herein are discounted to school law rates without the requirement the District pay a monthly retainer.

The District will not be charged directly or indirectly for these items.

2. Confidentiality. As a general rule, communications between a lawyer and the lawyer's client, in this case the District, are privileged communications. To protect this privilege, we urge the District to take every effort to maintain the confidentiality of the communications from the Underwood Law Firm. We recognize that, as a governmental entity, the public has a right to access many of the District's records. While this is the case we urge trustees and administrators to consider the attorney-client privilege as any records are delivered.
3. Billings and Payments. We send a statement for services rendered approximately every thirty (30) days. The full amount of the statement is payable thirty (30) days from the date of the statement.
4. Communications. We will accept assignments for legal services from the Superintendent, Board President, or others duly authorized to make such an assignment by the Superintendent or the President of the Board. As appropriate, the District will inform its employees of its relationship with counsel and direct its employees to consult with counsel as directed by the Superintendent or his designee.
5. Underwood warrants that it does not and will not boycott Israel during the term of this Agreement, in compliance with Texas Government Code § 2270.002.

After you have reviewed this letter, and if its terms are acceptable to the District, please have the Agreement executed by the Board President or an authorized officer of the District and return it me. Please retain a copy of the fully executed letter for your records.

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Thank you for your interest and confidence in Underwood. I look forward to the opportunity to continue to work with you.

Respectfully,

Mitchell J. Moses

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: Denra Smith, Board President or Designee