#### **COUNTY OF TRAVIS**

## AGREEMENT FOR LEGAL SERVICES

AGREEMENT made and entered into this 13th day of January, 2015, by and between Travis Central Appraisal District, hereinafter referred to as the Client, and Evertson & Sanchez, P.C., hereinafter referred to as the Attorneys.

#### **RECITALS**

The Client desires the advice and consultation of an attorney concerning the conduct of its business.

The Attorneys are duly licensed to practice law in the State of Texas and desire to render professional services for the Client as provided herein.

THEREFORE, the Client hereby engages the services of the Attorneys and in consideration of the mutual promises herein contained, the parties agree as follows:

# LEGAL SERVICES

1. The Attorneys will advise the Client and the Client's employees and agents in the regular conduct of the Client's business and the Attorneys will render legal opinions incident to such consultation.

#### **COMPENSATION**

2. For the services described in Paragraph 1, the Client agrees to pay the Attorneys as follows:

The sum of \$190.00 per hour plus expenses.

- 3. For the review of legal documents, for the rendition of written opinions, for in person consultation or advice to the Board of Directors, or the Chief Appraiser, or for preparation of administrative appeals before the Appraisal Review Board, the Client agrees to pay the Attorneys the sum of \$190.00 per hour plus expenses.
- 4. Should the Client require any additional services involving the prosecution or defense of any legal or equitable action or other claim, or representation before any governmental agencies, administrative or judicial bodies, such services shall be provided for \$190.00 per hour plus expenses.

#### **DEVOTION OF TIME**

- 5. The Attorneys shall make themselves available for consultation with the Client at reasonable times, at the request of the Client. Should the Client require additional services not included in this Agreement the Attorneys will only enter the new services into its schedule if new services can be provided without decreasing the effectiveness of its current services.
- 6. The Attorneys may, in the Attorneys' discretion, hire or affiliate with any other attorneys to represent Client in any matter described by this Agreement. Such attorneys will be bound by the terms of this Agreement in effect at that time.

### PAYMENT BY CLIENT

7. For services rendered and for expenses incurred by Attorneys in representing Client, Client is responsible for payment of all costs and expenses within fifteen days of receipt of invoice for same. Expenses may include, but are not limited to the following: filing fees, mileage at the IRS standard mileage rate, postage, legal research charges (for example, Westlaw or Lexus), airfare, car rental fees and hotel expenses if overnight travel is reasonably necessary to

provide legal representation, litigation costs including deposition charges, expert witnesses' fees, and exhibit preparation as needed for trial or hearing.

## **EXCLUSIONS FROM SERVICE**

8. Specifically excluded from the scope of this Agreement is the storage and maintenance of case files. Client agrees to receive, scan, store and maintain all documents in active litigation in a manner that is electronically accessible to Attorneys. Further, Client agrees to store all files in closed litigation for a period of time no less than five years.

#### **TERM**

### **GOVERNING LAW**

10. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed at	, Travis County, Texas, on the 13th day of January,
2015.	
CLIENT	
By: Marka Obligler, Chief Appr Travis Central Appraisal. 8314 Cross Park Drive Austin, Texas 78754	
Executed at	, Travis County, Texas, on the day of,
2015.	
ATTORNEYS	
BY: KAREN EVENTSON EVERTSON & SANCHEZ, P.C. 8213A SHOAL CREEK BLVD., AUSTIN, TEXAS 78757 (512) 323-0797	STE. 109



January 1, 2016

Via E-mail: lmann@tcadcentral.org

Travis Central Appraisal District

Attn.: Finance Department

PO BOX 149012

Austin, Texas 78714-9012

Re: Hourly Rate for Attorney Services Evertson & Sanchez, P.C.

Dear Ms. Mann,

As discussed, the parties have agreed that the hourly billing rate for legal services provided by Evertson & Sanchez, P.C. ("Attorney") to the Travis Central Appraisal District ("Client") shall be \$195.00 per hour for attorney services and \$75.00 per hour for paralegal services, effective January 1, 2016. Should you need any additional information, please feel free to contact us at the number listed below.

Mary Sanche

Thank you for attention to this matter.

Sincerely,

Karen Evertson Mary Sanchez

Acknowledged:

Luana N. Mann

Signature

Finance & Facilities Director

Title