

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

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February 26, 2025

Brandon W. Hodges
Board President
Midland Independent School District
615 W Missouri Avenue
Midland, TX 79701

RE: Legal Services Agreement with O'Hanlon, Demerath & Castillo

President Hodges:

The purpose of this letter is to confirm the terms and conditions under which our firm has been engaged to provide legal services as Counsel to the Midland Independent School District Board of Trustees.

In order to enable us effectively to render these services, you have agreed to disclose fully and accurately all facts and keep us apprised of all developments relating to legal matters. Since the outcome of litigation or other legal matters is subject to the vagaries and risks inherent in the litigation or legal process, it is understood that we have made no promises or guarantees to you concerning any outcomes as a result of our representation. The law provides simply that we cannot. Nothing in this letter should be construed as such a promise or guarantee.

1. Firm's Personnel: Kara Belew will have primary responsibility for your representation. Other attorneys and legal assistants in our office may also be used in the course of our representation. The use of such personnel will be based on the nature of the work to be performed and the qualifications, skills, and specialized expertise needed to perform a particular aspect of a specific engagement. We will assist you in a professional manner and to the best of our abilities.

2. Fee Schedule: Our agreement is to charge an hourly fee for services rendered based upon the time spent by each attorney and legal assistant working on the case. Our agreed hourly

February 26, 2025

Page 2

rates for personnel assigned to the Board are \$450.00 per hour for work performed by Firm Partners, \$300.00 per hour for work performed by Firm Associates, and \$110.00 per hour for work performed by Firm Paralegals. Time will be billed in 1/10th hour increments, unless the Board requests otherwise. We will be happy to discuss our billings with you at any time if you have any questions or concerns.

3. Expenses: In addition to our fees, we will be entitled to payment or reimbursement of all costs and expenses incurred in performing services in this engagement, including but not limited to filing fees, deposition charges, postage, delivery services, external copy or scanning services, binding expenses, and travel expenses. If travel is by automobile, mileage will be billed according to the reimbursement rate published by the Texas Comptroller of Accounts. Travel time from our offices to the Board for regular or special Board meetings will be not be billed.

4. Billing Schedule: Our statements for services and expenses relating to this engagement will be issued on a monthly basis.

5. Termination: You will have the right to terminate our representation at any time. In the event of any such termination, we will cooperate in all steps necessary to free us of any obligations to perform further, including the execution of any documents reasonably necessary to complete our withdrawal. The Board will be responsible for our fees and expenses incurred to the date of termination under the terms of this agreement. This contract is subject to termination with a thirty-day notice by the Board.

6. Conflict Issues: We have reviewed our files regarding any pending District matter presented thus far for our consideration. We have not detected any conflict between our firm and your interests. Further, we do not anticipate any conflict to arise in the future

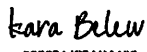
7. Miscellaneous: This letter agreement is governed by the laws of the State of Texas and is binding upon and inures to the benefit of both you and these firms and our respective heirs, legal representatives, successors, and assigns. This letter agreement constitutes the entire agreement between us with respect to matters involving the engagement of our firms and the payment of fees in connection with this engagement.

February 26, 2025

Page 3

Please review the foregoing and, if it meets with your approval, sign a copy of this letter and return it to our office at your earliest convenience. We look forward to serving you, and we shall use our best efforts on your behalf.

Sincerely,

Signed by:

Kara Belew
O'HANLON, DEMERATH & CASTILLO

AGREED:


Brandon W. Hodges
Board President
Midland Independent School District

I signed via Doc Sign w/ O'Hanlon too.
