



## ATTORNEY EMPLOYMENT AGREEMENT

THE CITY OF CROCKETT, "Client(s)" hereby employ THE POWELL LAW GROUP, LLP of Travis County, Texas, "Attorney," to represent it in performing legal services described in general as follows:

### Matters related to redistricting

IT IS UNDERSTOOD AND AGREED that Attorney will be compensated for his time and effort required to properly perform such legal services and any other legal services requested by Client. Further, THE POWELL LAW GROUP, LLP may, in its sole discretion, associate or employ another attorney in this case. The term "Attorney" as used in this agreement shall include Troy D. Bolen, and any other attorneys who may be employed or associated in this case.

### Fee Rates

Attorney's fees are understood to currently be \$350.00 per hour.

### Initial Fee and Deposit

In consideration of the services to be rendered on behalf of Client by Attorney, Client hereby agrees to pay THE POWELL LAW GROUP, LLP an initial fee in the sum of \$0.00. Client will receive a monthly invoice and Client agrees to replenish the retainer each month within seven (7) days of receipt of retainer invoice to the amount of \$0.00. Replenishment of the deposit amount will no longer be necessary at such time that Attorney determines that the then current deposit balance is sufficient to conclude the matter.

*Contested Matters:* If a trial before the court is necessary, Client agrees to replenish the deposit amount to \$5,000.00 at least ninety (90) days before trial, or within two weeks after the opposing party sets the case for final trial, whichever is sooner, unless a different amount is determined to be necessary by Attorney. If a jury trial is necessary, Client agrees to replenish the deposit amount to \$7,500.00 at least one-hundred twenty (120) days before trial, or within two weeks after the opposing party sets the case for final trial, whichever is sooner, unless a different amount is determined to be necessary by Attorney.

**Client understands that this agreement is not made on a flat fee basis, and that the deposit amount stated herein is only an estimate of the funds needed by Attorney to be able to begin work on this case.**

Deposit Applied To Amounts Billed

Client understands that the amount billed to Client will be paid from the trust or escrow account (IOLTA account) in which Client's deposit funds described above are or will be deposited. Client hereby authorizes Attorney to apply Client's deposit funds against the amount billed as soon as the charges are incurred without receiving further authorization from Client. Client agrees that the amounts billed are presumed reasonable, unless Client disputes such charges. If Client disputes any charges within 15 days of receipt of the bill, Attorney will place the disputed amount back into the IOLTA account.

Expenses

IT IS FURTHER UNDERSTOOD AND AGREED that Client will reimburse Attorney for all expenses incurred in performance of such work, including but not limited to long-distance telephone calls, depositions, travel, filing and recording fees, photocopies, and any other expenses that are incident and necessary to research, preparation, investigation, and conclusion of this matter. The reimbursement of said expenses shall be in addition to the above-described attorney's fees.

Amounts Collected From Opposing Party

Any sums collected from an opposing party or awarded by the Court will be credited against Client's obligations under this agreement when actually received by Attorney. Client agrees not to settle this case or discuss same with any other party, attorney, or representative without Attorney's consent.

Termination of Employment Agreement

Client or Attorney may terminate this Agreement with written notice at any time, except that the terms of this Agreement will continue until attorney has successfully withdrawn from the case, if a case is pending. Attorney may cease serving under this Agreement and may terminate the attorney-client relationship at any time because of nonpayment of the fees and expenses as they become due, as well as any other cause set forth below. In the event of termination of the attorney-client relationship, Attorney shall be entitled to the compensation set out in this agreement, including Client's interest in any recovery assigned hereby, for work done pursuant to this agreement and through completion of the transfer of Client's legal matters to Client's new attorney or to Client for his own completion. Any additional services requested by Client or the new attorney will be paid for as set forth in this Agreement.

It is expressly understood and agreed that Attorney may withdraw from employment if withdrawal can be accomplished without material effect on Client's interests, or if Client fails substantially to fulfill an obligation under this Agreement or otherwise regarding Attorney's services, or if continued representation will result in an unreasonable financial burden on Attorney

or has been rendered unreasonably difficult by Client, or if other cause for withdrawal exists as set forth in Rule 1.15, Texas Disciplinary Rules of Professional Conduct (any of which will be furnished to Client upon request).

If Client voluntarily terminates this agreement or if Attorney chooses to withdraw for reasons set forth herein, the withdrawal shall be considered a withdrawal for good cause and Attorney shall be entitled to all of the compensation set forth above in this agreement, based upon settlement offers extended as of the date of withdrawal, if any, or he shall be entitled to a reasonable fee for the services rendered, or as otherwise agreed upon.

It is agreed and shall be presumed that the usual and customary attorney's fees charged for similar services in Austin, Texas, including the usual and customary charges for paralegals and legal assistants' time, are reasonable fees and that these fees are usual and customary attorney's fees and fees charged for similar services in Austin, Texas.

Attorney Complaint Information

**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's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information.**

Additional Terms

By my signature below, I acknowledge that I have read this Attorney Employment and Fee Agreement, I agree to the terms of this Agreement, and I acknowledge that there are no additional terms of our agreement except those listed within this document:

By: John Angerstein, CPM  
City Administrator

By: Troy D. Bolen


For: City of Crockett

For: The Powell Law Group, LLP

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Signature

  
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Signature

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Date:

  
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Date: