

## **Michael D. Matthews II**

**ATTORNEY AT LAW**  
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### **AGREEMENT TO EMPLOY ATTORNEY**

This AGREEMENT TO EMPLOY ATTORNEY is entered into between Polk County, Texas, by and through its duly empowered and elected Commissioners Court, on behalf of the various Departments and Offices of Polk County, Texas (“Client”), and Michael D. Matthews II (“Attorney”).

**1. SCOPE AND DUTIES.** Client hires Attorney for the purpose of providing legal advice and representation to various County offices and departments, and the representatives thereof in their official capacity, regarding local government matters. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorney, and keep Attorney informed of developments.

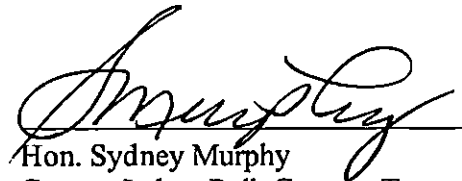
**2. LEGAL FEES.** Client agrees to pay for legal services at the following rate: \$125 per hour. All billing will be done in 1/4 of an hour (i.e., fifteen minute) increments, and will round to the nearest such increment. Client agrees that these fees are reasonable on the basis of Attorney’s ability, training, education, experience, professional standing and skill, and the difficulty, intricacy, importance, and time and skill required to perform the work to be done. It is not possible to list all the work that may be required in working on Client’s case, but it is understood that such work includes time spent on phone calls to or from Client, or on Client’s behalf, reviewing or handling incoming documents from Client, and drafting, preparing, editing, reviewing, etc., pleadings, letters, documents, or materials, etc., performing legal or factual research, time actually spent in hearings and meetings and any other activities related to this matter.

**3. STATEMENTS.** Attorney will send Client periodic statements for fees for legal services incurred. Obviously, it is possible for mistakes to happen, and Client is not expected to pay for any charges that are incorrect. Client may call or e-mail Attorney with an inquiry concerning billing statements. Most actual errors can be resolved with a simple phone call, and Attorney will inform Client whether a mistake is acknowledged, and promptly send an amended statement showing any adjustment or correction resulting from any such call.

**4. EFFECTIVE DATE; SEVERABILITY; TEXAS LAW.** This agreement will take effect when executed. The provision of this Agreement is severable. This means that if one or more provisions of this Agreement are found to be void or unenforceable for any reason, the remaining provisions of this Agreement will still apply. This Agreement is entered into in accordance with the law of the State of Texas, and Texas law will apply to any questions relating to the meaning of any provision of this Agreement.

/S/ Michael D. Matthews II  
Michael D. Matthews II  
Attorney at Law

DATE: March 25, 2024

  
Hon. Sydney Murphy  
County Judge, Polk County, Texas  
For the Commissioners Court of  
Polk County, T E X A S