



Brownsville Independent School District

Agenda Category: Board Agenda Request Board of Education Meeting: 06/24/2025

Item Title: Re-negotiated one Year contract for Board Counsel X Action
Primary Rep Eric D. Flores Information
(Board Agenda Request – Daniella Lopez Valdez) Discussion

BACKGROUND:

Discussion and possible action to approve renegotiated one-year contract for Board Counsel with primary representative Eric D. Flores.

Board Agenda Request: Daniella Lopez Valdez

Board Support: Denise Garza

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez

Prepared by: Superintendent

Recommended by: Superintendent

Board Member Request

Dr. Jesus H. Chavez
Superintendent

Approved by: Superintendent

When Necessary, Additional Background May Follow This.

Patricia Perez

From: Patricia Perez
Sent: Wednesday, June 18, 2025 10:51 AM
To: Patricia Perez
Subject: FW: Board member request

FYI: Board Agenda Request – Daniella Lopez Valdez

From: Daniella Lopez-Valdez
Sent: Wednesday, June 18, 2025 10:36 AM
To: Patricia Perez <pperez@bisd.us>
Subject: Board member request

Pat,

Could you please add to the following to the agenda? Thank you.

Discussion and possible action to approve renegotiated one year contract for Board counsel with (O'Hanlon, Demerath & Castillo).

Daniella Lopez Valdez

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Patricia Perez

From: Denise Garza
Sent: Wednesday, June 18, 2025 11:12 AM
To: Patricia Perez
Subject: Re: Board member request

I second and approve this agenda item

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From: Patricia Perez <pperez@bisd.us>
Sent: Wednesday, June 18, 2025 10:51:16 AM
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Patricia Perez

From: Jessica Gonzalez
Sent: Wednesday, June 18, 2025 11:17 AM
To: Patricia Perez
Subject: Re: Board member request

I support this

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LEGAL SERVICES AGREEMENT

This Legal Services Agreement is made and entered into by and between the Brownsville Independent School District, hereinafter referred to as "Brownsville ISD," and O'Hanlon, Demerath & Castillo, hereinafter referred to as "Counsel" or "the Firm."

RECITALS

WHEREAS Brownsville ISD requires the assistance of Counsel in carrying out its duties and responsibilities; and,

WHEREAS, O'Hanlon, Demerath & Castillo agrees to act as Brownsville ISD's Counsel under the terms and conditions set forth herein:

NOW THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations set forth in this Legal Services Agreement.

I. PURPOSE

Brownsville ISD hereby approves O'Hanlon, Demerath & Castillo as legal counsel to Brownsville ISD and its Brownsville ISD Board of Trustees during the term of this Agreement. The general purpose of this Agreement is for Brownsville ISD to obtain Counsel to advise and assist Brownsville ISD and its Board of Trustees in its course and scope of the performance duties and responsibilities as an independent school district in accordance with the laws and regulations of the United States and of the State of Texas.

II. NON-DELEGATION OF DUTIES

Brownsville ISD is retaining O'Hanlon, Demerath & Castillo. No delegation of services outside of the firm may be utilized without prior authorization by the Brownsville ISD Board of Trustees. Counsel shall obtain prior authorization from the Board of Trustees before engaging any experts or additional non-employee legal counsel.

III. SCOPE OF ENGAGEMENT

O'Hanlon, Demerath & Castillo will represent Brownsville ISD in connection with all legal matters involving the District, its Board, or its staff in all legal matters to which they are assigned in accordance with the provisions of Brownsville ISD Board Policy BDD (Local), as they arise. These areas include, but are not limited to, issues of general school law, election law, contract review, personnel matters (hiring practices, non-renewals, terminations, grievances, EEOC matters, employee investigations, Title VII Claims, Title IX Claims), student matters, policy review and policy interpretation, immigration issues, student discipline, defense of Office of Civil

Rights complaints, open government issues, including responding to Public Information Act requests, responding to media requests related to Board of Trustee issues, Title VII Matters, ADA matters, Section 504 matters, Texas Open Meetings Act/Public Information Act compliance, including Board Agenda review, construction, real estate, inter-local agreements and other business matters, and all other matters for which the firm's advice and/or representation is sought by or on behalf of Brownsville ISD. Upon request, O'Hanlon, Demerath & Castillo shall perform departmental, and/or Board training on issues requested by the Board of Trustees or Brownsville ISD. Additionally, O'Hanlon, Demerath & Castillo shall maintain all legal deadlines, and keep the Brownsville ISD reasonably informed of all pending matters.

O'Hanlon, Demerath & Castillo shall be present and provide legal representation at all Regularly Scheduled Board Meetings, Special Called Board Meetings, and Committee Meetings when requested by the particular Committee Chairman. O'Hanlon, Demerath & Castillo shall also assist in the legal review of all Minutes of such Board meetings, as prepared by the Board Secretary, upon request. It is understood by the Parties that the Firm's primary representative at meetings of the Board of Trustees will be Eric D. Flores, subject to scheduling conflicts.

O'Hanlon, Demerath & Castillo shall also be available to immediately respond to the Brownsville ISD Board of Trustees President and or Superintendent of Schools or his/her designees, when legal advice concerning Brownsville ISD is sought.

It is expressly understood by Counsel that no litigation will be initiated or terminated without the prior approval and official action of the Brownsville ISD Board of Trustees.

IV. REPORTS TO THE BOARD

O'Hanlon, Demerath & Castillo shall regularly report to the Board in executive session and maintain a listing of all pending and potential litigation, including but not limited to all state, federal, special education, administrative law, administrative grievance pending, and any other legal issues with the Brownsville ISD. Upon request, Counsel shall report a brief summary of the status of each case with a projected cost of defense and timeline.

V. TERM OF ENGAGEMENT

This Agreement shall remain in effect for a period of one (1) year from the date of execution. Unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the term, this Agreement shall automatically renew for successive one (1) year terms under the same terms and conditions.

VI. FEES

O'Hanlon, Demerath & Castillo's total fees for the provision of legal services, inclusive of the expenses described below and as referenced in Sections III and IV, shall be billed at a rate of

TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00) per hour. Based on an hourly analysis of prior legal expenditures, this hourly structure is projected to result in annual cost savings to the District of approximately \$40,000 to \$60,000.

Invoices shall be submitted monthly and shall reflect time billed in one-tenth hour (0.1) increments. The District agrees to remit payment to O'Hanlon, Demerath & Castillo, P.C. on a monthly basis following receipt and approval of such invoices. The Parties acknowledge and agree that nothing in this Agreement shall be interpreted to create an obligation or liability in excess of the funds currently appropriated to Brownsville ISD.

Counsel shall be solely responsible for all costs it may incur incidental to conducting business with the District, including but not limited to travel, meals, mileage, clerical support, office supplies and equipment, telephone services, legal research software, subscriptions, and costs associated with maintaining professional certifications or completing continuing legal education. Brownsville ISD shall not provide or reimburse for these overhead costs.

However, the District shall be responsible for reasonable direct costs incurred on its behalf, including but not limited to Hearing Examiner services, court reporter fees, expert witness fees, court costs, and large-scale document reproduction expenses.

VII. TERMINATION

If at any time during this agreement or any extension hereof, Brownsville ISD determines that Counsel's performance under this agreement is unsatisfactory, Brownsville ISD shall notify the Counsel in writing of Brownsville ISD's determination. Such notice may also, in the Board's sole discretion, terminate this Agreement upon the expiration of a thirty-day transition during which O'Hanlon, Demerath & Castillo will be responsible for the transition of all legal matters and files in their possession to substitute counsel designated by the Brownsville ISD Board of Trustees. Upon notification from the Board, Counsel shall immediately cease all services, other than transition activities, except such services which are necessary to wind up all services being provided. If termination results in an incomplete month of services being provided, it shall result in the proration of such payment commensurate to the number of days worked.

VIII. PUBLIC ENTITY

The Counsel acknowledges that documents generated in the course of representation of a governmental body may be subject to the Texas Public Information Act. Counsel will exercise professional judgment and care not to generate documents that are subject to public information requests that are intended to be confidential attorney-client communications. This is particularly important in the presentation of invoices, where incidental notation may tend to reveal litigation strategies or confidential information. This subsection shall not be interpreted to limit Counsel's duty to provide full disclosure to Brownsville ISD as necessary in Counsel's judgment to represent Brownsville ISD with due professional care as required by applicable laws or disciplinary rules.

IX.
GIFTS TO PUBLIC SERVANT

Counsel warrants that it has not given, nor does he intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trips, favors, or service in exchange for this Agreement. Additionally, neither the Firm nor its employees will contribute to the political campaign of any sitting Brownsville ISD Trustee.

X.
LICENSE/CONDUCT

Counsel warrants that all of its attorneys are in good standing under the laws of the State of Texas. Counsel will notify Brownsville ISD in writing within one (1) business day of any lapse in the licensed status of any attorney providing services to Brownsville ISD. Counsel further acknowledges that, in performing services under this Agreement, Counsel and its attorneys must adhere to the Texas Disciplinary Rules of Professional Conduct.

XI.
**INDEPENDENT CONTRACTOR/
INDEMNIFICATION**

Counsel agrees and acknowledges that during the existence of this Agreement, it will be acting in the capacity of an independent contractor, and that Counsel is not an employee of Brownsville ISD. Counsel will be solely and entirely responsible for his acts and the acts of his agents, employees, subcontractors, and representatives in the performance of this Agreement.

Counsel agrees and acknowledges that during the term of this Agreement, Counsel shall be entirely responsible for the liability and payment of its employees or assistants, of all taxes of whatever kind, arising out of the performance of this Agreement. Other than payments described in this Agreement, Counsel agrees and acknowledges that Counsel or its employees or assistants shall not be entitled to any local or state benefit on account of the services provided hereunder.

To the fullest extent permitted by law, Counsel shall indemnify and hold harmless Brownsville ISD, its Trustees, administrators, and employees from and against any and all claims, costs, losses, and damages (including, but not limited to, all fees and charges of attorneys, and other professionals, and all court, arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Counsel or Counsel's attorneys or employees, in the performance and furnishing of Counsel's legal services under this Agreement.

XII.
GENERAL PROVISIONS

This Agreement shall not be assigned, or any rights, duties, or obligations hereunder, without the expressed approval of the Brownsville ISD Board of Trustees in its sole and absolute discretion.

Nothing contained in this shall be deemed or construed to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between Brownsville ISD and Counsel, nor shall any employee of Counsel be deemed to be an employee of Brownsville ISD.

This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein, except as expressly set forth herein, this Agreement shall not be amended in any way except in writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

No waiver of any provision of this Agreement by either party hereto shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

Attorneys do not guarantee a result favorable to the Client in any action, suit, negotiation, litigation, or representation made a subject of this Agreement.

- SIGNATURE PAGE TO FOLLOW -

This Legal Services Agreement is entered into, upon board approval, as of this _____ day of _____, 2025.

AGREED TO AND APPROVED BY BOARD ACTION ON _____:

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT


Daniella Lopez Valdez
President
Board of Trustees
Brownsville Independent School District

ATTEST:

Minerva M. Peña
Secretary
Board of Trustees
Brownsville Independent School District

AGREED TO AND APPROVED BY:

O'HANLON, DEMERATH & CASTILLO



Benjamin F. Castillo
Shareholder
O'Hanlon, Demerath & Castillo