

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT RESOLUTION
REGARDING SPECIAL EDUCATION SHARED SERVICES AGREEMENT WITH
THE BRAZORIA-FORT BEND REGIONAL DAY SCHOOL PROGRAM FOR THE
DEAF SHARED SERVICES ARRANGEMENT**

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District has previously authorized and executed the Brazoria-Fort Bend Regional Day School Program for the Deaf Shared Services Arrangement Agreement (RDSPD Agreement);

WHEREAS, the Brazoria-Fort Bend RDSPD is a cooperative established by and through a Shared Services Agreement of school districts to operate certain aspects of their special education program for students with disabilities who are deaf and hard of hearing under the authority of Section 791.002 *et seq.* of the Texas Government Code;

WHEREAS, the Brazoria-Fort Bend Regional Day School Program for the Deaf Shared Services Arrangement is composed of the following school district members: Alief Independent School District, Angleton Independent School District, Brazosport Independent School District, Columbia-Brazoria Independent School District, Damon Independent School District, Danbury Independent School District, Fort Bend Independent School District, Lamar Consolidated Independent School District, Needville Independent School District, Stafford Municipal School District, and Sweeny Independent School District (Member Districts);

WHEREAS, the Fort Bend ISD has and continues to serve as the fiscal agent for the Brazoria-Fort Bend Regional Day School Program for the Deaf Shared Services Arrangement;

WHEREAS, the Brazoria-Fort Bend Regional Day School Program for the Deaf Shared Services Arrangement is governed by a Management Board comprised of the Superintendent of Schools for each Member District;

WHEREAS, the Texas Education Agency (TEA) maintains oversight of RDSPD agreements under Texas Education Code § 30.083 and school districts maintain the authority to enter into interlocal agreements under the authority of Texas Education Code Sections 11.157 and 11.1511(c)(4) as well as Texas Government Code Annotated Section 791.001 *et seq.*;

WHEREAS, authority provided by the Government Code for interlocal agreements as well as the 2020 TEA Regional Day School Programs for the Deaf Shared Services Arrangement Procedures allows the Board of Trustees to delegate authority to the Superintendent of Schools to approve RDSPD Agreements;

WHEREAS, on behalf of the Board of Trustees, the Superintendent of Schools may also be delegated full authority to represent and make all decisions required as part of the RDSPD Management Board without need for further approval of the Board of Trustees, with the exception of any changes to the District's participation in same or potential or anticipated litigation;

WHEREAS, the current and future changes to the RDSPD Agreement requires the counsel and services of a law firm so that the new RDSPD conforms with current legal requirements, preserves the rights and responsibilities of each party to continue to work in a cooperative manner to acquire personnel, equipment, and contracted services so special education services for students who are deaf and hard of hearing may continue to be provided to students of the Member Districts;

WHEREAS, the law firm of Walsh Gallegos Treviño Kyle & Robinson P.C. (“Walsh Gallegos”) is requested by the Member Districts for joint representation given the shared common interest in revising the current RDSPD Agreement;

WHEREAS, written consent of all Member Districts (except for Member Districts selecting to be represented by other legal counsel), including current clients of the firm, is required to engage the law firm’s representation along with acknowledgments by the Member Districts that each:

- a. is not aware of any existing conflict of interest that impacts joint representation (such as pending litigation with another Member District or adverse interests in the drafting of the RDSPD Agreement, etc.);
- b. will inform the law firm if a conflict of interest or potential conflict of interest arises during the pendency of the joint representation;
- c. agrees to a limited waiver of the attorney-client privilege as to information learned by the law firm as part of its joint legal representation but only as between jointly represented Member Districts and strictly related to its representation regarding the drafting of a new RDSPD Agreement to replace the current RDSPD Agreement and future related revisions (the attorney-client waiver does not apply to third parties or other areas of representation); and
- d. delegates the authority to provide future consents for multiple party legal representation on this matter to the Superintendent of Schools.

WHEREAS, Walsh Gallegos has disclosed that the potential for a conflict of interest may arise in joint representation of clients and that it,

- a. is not aware of a conflict of interest that would prevent the firm from undertaking this representation,
- b. will notify the jointly represented Member Districts and if it becomes aware of a potential or actual conflict of interest, and
- c. will withdraw from this representation upon client request or should an actual conflict of interest arise to include threatened or actual litigation among jointly represented Member Districts with regard to reformation of the RDSPD Agreement;

BE IT RESOLVED THAT, the Board of Trustees approves the following by majority vote:

1. The statements in the Preamble of this Resolution are found to be true and correct;
2. Delegates and authorizes the Superintendent of Schools;

- a. Serve and represent the District on the Brazoria-Fort Bend Regional Day School Program for the Deaf Management Board, with delegated authority to take all necessary program action with the exception of withdrawing the District from membership and anticipated or potential litigation, all of which are reserved for action by the Board of Trustees;
 - b. Negotiate and approve revisions to the current RDSPD Agreement so that it is updated in full conformity with law;
 - c. Negotiate and approve future revisions to the new RDSPD Agreement as needed;
 - d. Execute the RDSPD Agreement or future amended RDPSD Agreements without need for action by the Board of Trustees;
and,
 - e. Provide future written consent to the law firm of Walsh Gallegos for continued or future joint representation on revisions to the Interlocal Agreement;
3. Agrees and approves to retain the law firm Walsh Gallegos Treviño Kyle & Robinson P.C. for joint representation of all Member Districts, except for Member Districts represented by other counsel, for legal counsel and service in current and future drafting of the RDSPD Agreement; and
4. Sufficient written notice of the date, time, place and subject of the meeting of the Board of Directors was posted pursuant to Chapter 551, Texas Government Code, and the meeting was open to the public as required by law including the consideration and vote taken related to this Resolution.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
_____, President
Board of Trustees of the Lamar Consolidated
Independent School District

ATTEST:

_____, Vice President
Board of Trustees of the Lamar Consolidated
Independent School District

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing Resolution was presented to the Board of Trustees of the Lamar Consolidated Independent School District during a meeting on _____, 2023.

A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

To certify which, witness my hand and the official seal of the District this _____ day of _____, 2023.

_____, Secretary, Board of Trustees
Lamar Consolidated Independent School District