



Hallsville Independent School District

For the Consideration of the Board of Trustees

Date of Board Meeting: May 19, 2025

Agenda Item#: _____

Topic: Continuation of Current Legal Services Retainer Agreement
with Eichelbaum Wardell Hansen Powell & Munoz, P.C.

Background and Rationale:

This agenda item has been prepared for your approval of the renewal and continuation of the current legal agreement between Hallsville ISD and Eichelbaum Wardell Hansen Powell & Munoz, P.C., which has been in place and unchanged since the 2019-20 fiscal year. This agreement will continue the annual retainer hours of 250 hours, for \$50,000, to be paid in monthly payments of \$4,166.67, for the period from June 1, 2025 through May 31, 2026. The current legal agreement is attached, for your reference.

Relationship to Strategic Plan:

Personnel Affected:

Budget Implications:

- ☐ Included in this year's budget
- ☐ Amendment of this year's budget required
- ☐ Increase in this year's budget required
- ☒ Expenditures required for next year's budget

Recommendation:

Administration recommends the approval and renewal of the legal retainer agreement with Eichelbaum Wardell Hansen Powell & Munoz, PC, as presented.



Signature
(Person Bringing Information to the Board)



Superintendent's Signature



EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

5801 Tennyson Parkway, Suite 360 | Plano, Texas 75024

P: (972) 377-7900 | F: (972) 377-7277

(800) 488-9045 | www.edlaw.com

Sarah McTee
Client Relations

May 21, 2024

Mr. John Martin
Superintendent
Hallsville ISD
P.O. Box 810
Hallsville, TX 75650

Dear Mr. Martin:

Enclosed please find the district's copy of our fully executed agreement for your records. Also enclosed is our firm's Form 1295 Disclosure of Interested Parties for your acknowledgement.

We thank you for your trust and confidence and look forward to many years of working together with Hallsville ISD.

Sincerely,

EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

By

Sarah McTee

smctee@edlaw.com

**Limited Hourly Retainer Agreement Between
Hallsville Independent School District
and Eichelbaum Wardell Hansen Powell & Muñoz, P.C.**

It is agreed that Hallsville Independent School District (hereinafter called "HISD") and Eichelbaum Wardell Hansen Powell & Muñoz, P.C. (hereinafter called "FIRM"), or its successor firm or assignee, do hereby agree to have FIRM represent HISD as its attorneys beginning *June 1, 2024*, on the following terms and conditions:

PREAMBLE

HISD desires to protect its funds from loss due to unnecessary and burdensome claims, wishes to provide itself with the best possible system of employee relations and student affairs, protect HISD's legal interests by having a General Counsel on retainer and wants to provide its Board, administrators and staff with current and timely advice on personnel, student and employee matters, and upon school law in general, and FIRM is willing to perform such services.

BASIC SERVICES AGREEMENT

HISD appoints FIRM as its agent to take appropriate action, incur expenses, and to employ others to perform necessary services in connection with the work to be performed by FIRM.

REPRESENTATION

1. Represent HISD in cases before municipal, county, state, and federal courts, subject to any limitations and/or exclusions contained herein.
2. Represent HISD in any proceedings before special education hearing officers, subject to any limitations and exclusions contained herein.
3. Represent HISD in employee or student-related proceedings before the Texas Education Agency (TEA), University Interscholastic League (UIL), the Equal Employment Opportunity Commission (EEOC), the Texas Commission on Human Rights, the Office of Civil Rights (OCR), and/or other civil rights enforcement agencies.

OTHER SERVICES

1. Act as legal advisors either directly, by telephone, in writing or video conferencing, to the Board, Board committees, the Superintendent, his/her committees, administrators, and principals.
2. Be on call to attend Board meetings, with adequate notice and by special request of the Superintendent or Board President.

3. Review and/or assist in the writing of policies, employee or student handbooks, and codes of conduct.
4. Conduct workshops or trainings for the Board, administrators, or employees on school-related issues (e.g., sexual harassment, governance, documentation, student discipline, legal liability issues, special education, etc.).
5. Assist in reviewing documents, negotiating, and providing other legal assistance in the areas of construction, real estate, and other contractual matters.
6. Represent HISD in litigation, including administrative hearings and arbitration/mediation matters, as stipulated above. All such matters shall be billed under separate engagement letters. However, HISD may use hours purchased from this agreement towards services provided by FIRM under separate engagement letters.
7. Act as GENERAL COUNSEL for HISD.

FIRM will perform all of the above duties and **undertake all legal representation for no attorneys' fees other than as specified below**, with the exception that FIRM will not be required to handle the following matters or any other matter precluded by Rule 1.01 of the Texas Disciplinary Rules of Professional Conduct: tax matters, school desegregation matters, asbestos, preparation of corporate documents, corporate business matters (profit or non-profit), issuance of bonds or related bond matters, bankruptcy matters, and criminal law matters. If accepted by FIRM, these excepted matters will be handled at an hourly rate determined on a case-by-case basis.

FUNDING AND COSTS

1. In consideration of the above services, HISD agrees to pay FIRM an annual retainer in the amount of \$50,000.00, payable in twelve equal monthly payments upon receipt of an invoice. The retainer shall represent payment for two hundred and fifty (250) hours of service rendered by FIRM at the rate of \$200 per hour from June 1 through May 31. Paralegal and law clerk time will be calculated at one-half the time for work performed up to the 50 hourly limit. In the event the retainer is exhausted (i.e. all two hundred and fifty hours are used by HISD before the expiration date), HISD shall be charged at the reduced hourly rates referenced in Exhibit A, see attached, for the remainder of the annual contract term. The annual retainer and the rates reflected in Exhibit A are subject to increase, however, the District will have 30 days advance notification of any such increase.
2. The hours above include ALL research and preparation, training, consultation, representation, litigation, and travel time on behalf of the district. *"Initial phone*

consultation" on any one matter, is not included in the two hundred and fifty (250) hour limit and will not be charged once the pre-purchased hours have expired, provided telephone advice does not exceed .3 hours or require legal research or drafting of any kind. Hours will be charged against the hours purchased or invoiced for all time spent on a matter beyond the time expended on the initial phone consultation.

3. In addition to the above, HISD agrees to pay directly to FIRM, or to any attorney retained by FIRM to represent HISD, all customary and usual out-of-pocket costs and expenses incurred in such representation, including but not limited to court costs, filing fees, photocopying, long distance telephone, electronic research, travel expenses, and postage. The firm's charges for these expenses are listed at the bottom of this agreement. These expenses will be billed separately by FIRM.
4. The Board agrees to pay the counsel or attorneys' fees to such other outside counsel should FIRM advise HISD to hire outside counsel to present cases before hearing panels or the Board, or in court, or before the TEA or any other agency or for any other purpose, due to potential or actual conflicts of interest in representing HISD.
5. Should FIRM be awarded and collect attorney fees in any HISD matter, HISD shall receive credit for the number of attorneys hours awarded by the court in the judgment.

CLIENT BILLING

1. HISD will be sent statements as per the FIRM's scheduled billing cycle. All statements sent to the district are due and payable within thirty (30) days from the date of the statement.
2. HISD's statement will be based on the amount of attorney, paralegal, law clerk, or other authorized time spent on HISD's matter multiplied by the hourly rate for the district's matter that is the subject of representation. Time spent will be reported and billed in .10-hour increments.
3. HISD is encouraged to ask any questions about billing at any time, and any questions about statements for services and expenses upon receipt. Any estimates of fees or expenses are subject to development of the matter or litigation, which can change with issues that arise or are presented. FIRM does not guarantee the result of any transactional work or litigation made the subject of representation.
4. HISD's failure to promptly make any payment when due constitutes a material breach of our agreement and will be HISD's authorization and direction to FIRM to immediately stop work, terminate representation, and withdraw from any representation before any court or other authority should FIRM determine to do so.

at its sole discretion. Any such breach by HISD authorizes FIRM to take any appropriate collection action against client.

MISCELLANEOUS PROVISIONS

1. FIRM shall perform the services under this Agreement only at the request of the Superintendent or his/her designee(s), or the Board President or his/her designee(s).
2. Should HISD wish to terminate the Agreement prior to its expiration, CMISD agrees to pay to FIRM the difference between its customary and usual fee (\$385) for all hours expended during the then current term of the Agreement and the reduced rates provided in this Agreement, depending upon the correct rate at the time of termination.
3. Upon termination of the engagement, and at your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. The firm will retain our own files, including lawyer work product, pertaining to the matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.
4. The District shall make every effort to require its insurance company to assign its litigation cases to FIRM. The District understands that any costs or time spent by FIRM on such matters but not paid by the insurance company shall be borne by the District.
5. By signing this Agreement, HISD represents that it has been notified that FIRM often uses facsimile and electronic mail transmissions as forms of interoffice and intra-office communication. It is possible that third parties may intercept such transmissions. By affixing a signature and approved fax number to this Agreement, HISD approves FIRM's use of facsimile and electronic mail transmissions for both informational and advertising purposes.
6. Texas law shall govern this Agreement, and venue for all purposes shall be exclusively in Travis County, Texas. In the event any part or provision of this Agreement shall be held to be illegal, such illegal provision shall be deleted, shall

not affect any other part of this Agreement, and this Agreement shall be construed as if such illegal provision had never been contained herein.

LIMITATIONS


1. HISD agrees to pay FIRM at a rate of \$385.00 per hour for any work performed by FIRM after FIRM has stated in writing that HISD should not take any action or should take a certain specific action and the advice given by FIRM is rejected or not followed by the Board of Trustees, the Administration, or both.
2. HISD binds the district, their administrators, trustees, successors, assigns, and legal representatives to FIRM and to the partners, successors, assigns, and legal representatives of FIRM with respect to all covenants of the Agreement.
3. This agreement represents the entire and integrated agreement between HISD and FIRM and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both HISD and FIRM.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

By: 
Dennis J. Eichelbaum

HALLSVILLE INDEPENDENT SCHOOL DISTRICT

By: 
Fax Number: 903-668-5990

NOTICE TO CLIENT

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 General Counsel will provide you with information about how to file a complaint. You may call 1-800-932-1900 toll-free for more information.

OUT OF POCKET COSTS

Copying and Printing	\$.10 per page for black & white copies \$.25 per page for color copies
Delivery charges, Long Distance Charges, Long Distance Cellular, Postage, Electronic Research and Travel	Actual cost
Mileage	IRS standard rate
Court Reporters and other Outside Vendor Fees	Actual cost <i>Invoices for such services will be sent to the District for direct payment by the District to the vendor involved.</i>

EXHIBIT A

**EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.
TELEPHONE CONSULTATION AGREEMENT
FEES, RATES, AND EXPENSES
AS OF SEPTEMBER 1, 2023**

RATES

For any work conducted on a matter beyond the initial telephone call under .3 hours related to a single matter, the District will be charged the following reduced hourly rates:

\$315 for Senior Shareholders (20+ Years of Practice);
\$285 for Shareholders and Of Counsel
\$265 for Senior Associates
\$255 for Associates
\$205 for Attorneys Pending Licensure and
\$125 for Law Clerks and/or Paralegals.

EXPENSES

In addition to fees for legal services, statements will include other charges for expenses and services incurred in relation to providing legal services.

Copying and Printing	\$.15 per page for black & white copies \$.50 per page for color copies
Delivery charges, Long Distance Charges, Long Distance Cellular, Postage, Electronic Research and Travel	Actual cost
Mileage	IRS standard rate
Court Reporters and other Outside Vendor Fees	Actual cost <i>Invoices for such services will be sent to the District for direct payment by the District to the vendor involved.</i>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Eichelbaum Wardell Hansen Powell & Munoz, P.C.
Austin, TX United States

Certificate Number:
2024-1164636

Date Filed:
05/21/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hallsville Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

102-904
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Eichelbaum, Dennis	Plano, TX United States	X	
	Wardell, Holly	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

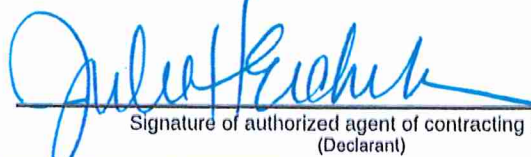
6 UNSWORN DECLARATION

My name is Julie H. Eichelbaum, and my date of birth is 3/21/04.

My address is 3809 Pilot Dr. Plano TX 75025 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 21 day of may, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)