South San Antonio Independent School District PROFESSIONAL LEGAL SERVICES RETAINER AGREEMENT SANCHEZ & WILSON, PLLC

South San Antonio Independent School District, a political subdivision of the State of Texas, hereinafter referred to as "the District" acting by and through their authorized representative whose signature appears below, hereby retains the Law Firm of SANCHEZ & WILSON, PLLC (hereinafter "Law Firm") to provide the professional legal services in the capacity of General Counsel to South San Antonio Independent School District ("District") as set forth below:

- 1. <u>LITIGATION/CONSULTATION/BILLING</u>: DISTRICT shall pay the following fees to the Law Firm for the legal services described below:
 - ATTORNEYS - \$250.00 per hour for attorneys of the Firm, and \$65.00 per hour for legal secretaries and paralegals: providing advice for the general matters that arise with the District, attending special and regular board meetings, committee meetings, and representation on contested matters before administrative agencies, County and District Courts, Federal Courts and providing expert testimony as requested by the District.
 - TRAVEL TIME -- Attorney's of the Law Firm will charge \$125.00 per hour for any location outside of Bexar County, Texas. Paralegals and secretaries of the Law Firm charge \$32.50 per hour for travel time to any location outside of Bexar County, Texas.

Law Firm shall be able to contract with outside legal services "as needed" at the same billing rate and on behalf of the District.

Law Firm will provide the District with a monthly statement of attorney's fees and expenses, reflecting amounts due and owing, for professional services rendered by Law Firm (and/or assigned outside legal services).

- 2. <u>EXPENSES</u>: District will reimburse Law Firm for all expenses incurred by Law Firm in providing legal work to the District, including, but not limited to, postage, customary photocopy and facsimile transmission charges and traveling expenses including the cost of a rental vehicle. All "at cost" expenses (*i.e.* courier services and/or outside charges) will be supported by itemized invoices, which will be made available to the District upon request.
- 3. <u>TERM/TERMINATION</u>: The fees quoted in this agreement shall remain in effect for the term of the agreement. The term is for 12 months and shall automatically renew on an annual basis. Either party may terminate this agreement with written notice to the

other.

- 4. <u>SCOPE OF ATTORNEY-CLIENT RELATIONSHIP</u>: The Agreement establishes a limited attorney-client relationship only between Law Firm and the District, as composed of the Board of Trustees and the Superintendent. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by Law Firm pursuant to this Agreement. The Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request for such advice or work on a matter by the District or its designee. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustee or Employees of District. If a lawsuit or other adversarial matter is brought against District and/or any District or Employee of District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
- 5. <u>AUTHORITY:</u> The undersigned officers and agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the respective parties hereto and each party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed this the _____ day of _____, 2024, but voted and approved by the Board of Trustee's on or about March 27, 2024.

HARLANDALE INDEPENDENT SCHOOL DISTRICT:

By:___

Manuel Lopez, acting on behalf and by the authority of the South San Antonio Independent School District

By:_

Shirley Ibarra – Board Secretary South San Antonio Independent School District

SANCHEZ & WILSON, PLLC

By:___

Robert W. Wilson on behalf of Law Firm