

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is entered into as of [Effective Date] by and between Brownsville Independent School District (“District”) and O’Hanlon, Demerath & Castillo, P.C., a Texas professional corporation (“Firm”).

Board Approval. This Agreement is effective upon and subject to approval by the District’s Board of Trustees on September 8, 2025.

1. Term

1.1 **Initial Term.** One (1) year beginning on the Effective Date. This Agreement automatically extends for successive one-year terms unless either party gives at least thirty (30) days’ written notice of non-renewal before the end of the then-current term.

2. Scope of Services (Covered by Flat Fee)

2.1 **Covered Services.** The Firm will provide day-to-day general counsel services to the District, including: governance and board matters; policy development and updates; employment/personnel advice; student matters; contracts and procurement; real estate and facilities counsel; Public Information Act and Open Meetings Act advice; investigations; grievance handling and hearings at the District level; and attendance at regular and special board meetings as requested by the Superintendent or Board President (together, “Covered Services”).

2.2 **Administrative Forums (Non-Excluded).** Except as stated in Section 3, advice and representation in administrative responses and proceedings (e.g., grievances, UIL, EEOC/TWC responses, TEA complaints, OCR inquiries) are Covered Services.

Expressly Not Included in Covered Services: trainings, workshops, or professional-development sessions for the Board, administration, or staff.

3. Excluded Matters (Out of Scope)

The following are not included in the Flat Fee and are outside the scope of this Agreement:

- (a) Court Litigation assigned by insurance carrier — any matter filed in, removed to, or on appeal in state or federal court; and
- (b) Special Education Due Process — IDEA due-process hearings (and related mediations, appeals, and enforcement); and
- (c) Trainings — board/staff trainings, workshops, or professional-development sessions.

If the District desires the Firm to handle any special education due process hearings the hourly rate for attorney time will be \$250.00 an hour. Costs for Trainings shall be negotiated by the District’s administration. Any litigation assigned by insurance carrier shall be billed at the rates set by the carrier.

4. Compensation; Expenses; Invoicing

4.1 Flat Monthly Fee. The District will pay the Firm a flat fee of \$20,000.00 per month (“Flat Fee”) for Covered Services.

4.2 What the Flat Fee Includes. Professional time for Covered Services; routine correspondence and document review; legal research; attendance at regular and special board meetings; routine local travel; and ordinary overhead (phones, postage, standard copies/scans).

4.3 Expenses. The District will reimburse reasonable, pre-approved out-of-pocket expenses directly attributable to Covered Services (e.g., third-party delivery, certified mail, necessary transcripts). The Firm will seek advance District approval for any single expense exceeding \$500 (or another agreed threshold).

4.4 Billing and Payment. The Firm will invoice monthly. Flat Fee invoices are due net 30 days from receipt.

4.5 Rate Stability. The Flat Fee will not increase during the then-current term without a written amendment approved by the Board.

5. Staffing; Conflicts; Independent Contractor

5.1 Staffing. The Firm will assign qualified attorneys and staff and may reassign as needed for efficiency.

5.2 Conflicts. The Firm will comply with applicable conflict-of-interest rules and will not represent parties adverse to the District in any matter. Potential conflicts will be promptly disclosed and addressed under professional-responsibility rules.

5.3 Independent Contractor. The Firm is an independent contractor. No employee-employer, partnership, joint-venture, or agency relationship is created.

6. Privilege; Confidentiality; Records

6.1 Privilege. Attorney-client privilege and work-product protections will be preserved to the fullest extent allowed by law.

6.2 Public Information. This Agreement and Firm records related to Covered Services are subject to the Texas Public Information Act; the Firm will assist the District in asserting applicable exceptions.

6.3 Records & Security. The Firm will maintain matter files consistent with professional standards and safeguard District information using commercially reasonable measures.

7. Insurance; Immunities; No Indemnity

7.1 Professional Liability. The Firm maintains professional-liability insurance in customary amounts and will provide proof upon request.

7.2 No Indemnity Beyond Law. Neither party provides indemnification except as permitted by law.

7.3 Sovereign/Governmental Immunity Preserved. Nothing herein waives the District’s immunities or other statutory defenses.

8. Compliance; Funding Out; Current Revenues

8.1 **Compliance.** Each party will comply with applicable law and District policies reasonably provided to the Firm.

8.2 **Funding Out / Non-Appropriation.** If funds are not appropriated or otherwise made available in any fiscal year, the District may terminate under Section 9 without further liability, except for payment for services rendered through the effective termination date.

8.3 **Commitment of Current Revenues Only.** This Agreement is a commitment of current revenues and is not a debt of the District under Texas law.

9. Termination

10.1 **For Convenience.** Either party may terminate this Agreement for any reason upon 30 days' written notice.

10.2 **Wind-Down.** Upon termination or non-renewal, the Firm will cooperate to transfer files and will be paid: (a) Flat Fee amounts prorated through the termination date and (b) approved out-of-pocket expenses for Covered Services.

11. Miscellaneous

11.1 **Governing Law; Venue.** Texas law governs. Exclusive venue lies in the state courts of Cameron County, Texas.

11.2 **Entire Agreement; Amendment.** This Agreement is the entire agreement and may be amended only by a written instrument signed by both parties and approved by the Board if required.

11.3 **Severability; Waiver.** If any provision is unenforceable, the remainder remains effective. Failure to enforce is not a waiver.

11.4 **Assignment.** Neither party may assign without the other's written consent.

11.5 **Counterparts; E-Signatures.** This Agreement may be executed in counterparts and by electronic signature.

SIGNATURES

DISTRICT: BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Daniella Lopez Valdez

Title: Board President

Date: _____

FIRM: O'Hanlon, Demerath & Castillo, P.C.

By: _____

Name: **Benjamin Castillo**

Title: **Shareholder**

Date: _____