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ATTORNEYS AT LAW

November 9, 2010

via electronic mail: sthomas@beevilleisd.net

Dr. Sue Thomas  
Beeville ISD  
2400 North St. Mary's Street  
Beeville, TX 78102

RE: This law firm's role in the representation of Beeville ISD and Gregory-Portland ISD with regard to the proposed Interlocal Agreement regarding Food Service Director Services between the school districts

Dear Dr. Thomas:

This letter concerns the proposed Interlocal Agreement regarding Food Service Director Services Between the Beeville Independent School District and Gregory-Portland Independent School District and the representation of Beeville Independent School District and Gregory-Portland ISD ("Represented Districts") by Walsh, Anderson, Brown, Gallegos and Green, P.C. ("Walsh, Anderson") with regard to the proposed Interlocal Agreement regarding Food Service Director Services or other agreement to share or contract for specific food service services ("Interlocal"). Specifically, the Represented Districts request the legal services of Walsh, Anderson to assist them in addressing the proposed contract and to provide legal counsel on proposed Interlocal. This letter will review our discussions of today, with regard to Walsh, Anderson's role in the Representation of the Represented Districts.

The process of providing to the cooperative legal advice to draft and review the Interlocal in effect constitutes multiple representation of the Represented Districts, for which the separate consent of each district will be required for this firm to discharge its duties consistent with ethical requirements.

Our ethical duty to each of the multiple districts represented includes that of disclosure and an assessment of the pros and cons of Walsh, Anderson, Brown, Gallegos and Green, P.C.'s involvement in drafting the Interlocal. The decision is not ours; it is yours. Only with the consent of each member district would the firm be willing to participate.

Concerning the proposed Interlocal, the Firm has disclosed and will disclose to each member district the same information and has provided and will provide the identical legal advice to each member district.

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Based on past experience with drafting and advising on interlocal agreements, the firm anticipates that the advantages of multiple representation include efficiency, lower legal costs, savings in administrative resources for each member district, and a decreased expenditure of public funds generally.

We believe that the common representation of the districts in drafting the Interlocal can be undertaken by this firm impartially and without improper effect on other responsibilities it has to the districts which are the Firm's clients. We believe that each member district will be able to make adequately informed decisions in the matter, that there is little risk of material prejudice to the interest of any Represented District by entering the Interlocal or by consenting to the Firm's multiple representation. If any member district believes this view to be incorrect, we ask that you seek clarification, seek an independent second legal opinion, or request that the firm withdraw from the entire matter.

The firm acknowledges the absolute right of any other Represented District at any time during the pendency of the matter to request the withdrawal of the Firm from multiple representation.

The firm has not identified any actual conflict in this matter. Nonetheless, we advise each Represented District to bring to the Firm's attention any actual conflict between the Represented Districts of which it is or becomes aware.

If you decide that this firm's involvement with drafting and advising on the Interlocal is desirable, please sign (with proper authority) and return the enclosed consent form. Your district's consent would not waive the attorney-client privilege for any matter other than the drafting and entering of the proposed Interlocal.

Should you have questions or require additional information, please do not hesitate to contact my office at 800-252-3405.

Best wishes,



Ann Greenberg

Attorney at Law

Walsh, Anderson, Brown, Gallegos & Green, P.C.

Enclosure: Consent for Multiple Representation

## CONSENT TO MULTIPLE REPRESENTATION

This document is a consent by **Beeville Independent School District** (“the District” or “this District”) to the legal representation of multiple parties by Walsh, Anderson, Brown, Gallegos and Green, P.C. (“the Firm”). The term “Represented District” refers to the District and Gergory-Portland Independent School District with regard to contemplating entering into an Interlocal Agreement regarding Food Service Director Services or other agreement to share or contract for specific food service services or other related services in which the Firm has been instrumental in drafting, advising, or recommending to more than one school district or Represented District.

The District currently has no legal dispute with Gregory-Portland Independent School District or any other District for which the Firm is representing a party.

The District acknowledges that the other Represented District is or may be clients of the Firm for matters other than the proposed Interlocal Agreement or other agreement to share or contract for specific food service services.

The District understands that the Firm cannot represent the District in any future litigation or dispute between two or more Represented Districts regarding the Interlocal Agreement or other agreement to share or contract for specific food service services.

The District acknowledges that it has waived any attorney-client privilege in this matter as to the other Represented District, which is also represented by the Firm.

The District understands that if the other Represented District objects to the Firm’s representation during the pendency of the revision or approval of the Interlocal Agreement or other agreement to share or contract for specific food service services and after the Firm has provided legal advice to any Represented District, the Firm shall withdraw its representation in this matter and shall not represent in this matter the District or any other Represented District.

The District asserts that it has a common interest with the other Represented District and that it seeks the representation of the Firm in this common interest.

The District agrees that the advantages of multiple representation include efficiency, lower cost to the District, and savings in public funds and administrative resources for each Represented District.

The District acknowledges that the Firm has made full disclosure of the existence, nature, implications, and possible adverse consequences of the Firm acting as intermediary between the Represented Districts.

The District acknowledges that it or the other district at any time during the pendency of the matter may request the withdrawal of the Firm from multiple representation. The District understands that the withdrawal of the Firm from multiple representation will result in the complete withdrawal of the Firm from representation of the District or any other Represented District in this matter.

**CONSENT TO MULTIPLE REPRESENTATION**

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Notwithstanding the potential for conflict, the District consents to the Firm's common representation in drafting or revising an Interlocal Agreement or other agreement to share or contract for specific transportation or other special education services.

District: **Beeville Independent School District**

By \_\_\_\_\_, on behalf of and with the authority of the District  
Superintendent Dr. Sue Thomas

Date: \_\_\_\_\_