



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 03/07/23

Item Title: Contract with MoakCasey and Brownsville ISD X Action  
for efficiency study related to tax rate Information  
implementation for 2023-2024 Discussion

## BACKGROUND:

MoakCasey, LLC. (Consultant) shall:

- Provide an efficiency audit as outlined under Texas Education Code, Section 11.184, and Legislative Budget Board guidelines,
- Provide revenue projections for the district related to the passage or non-passage of a Voter Approval Tax Rate Election (VATRE),
- Prepare and present a Budget Presentation to the Board of Trustees related to the passage or non-passage of a Voter Approval Tax Rate Election (VATRE), and
- Provide other services related to the above matter as agreed to by the parties.

## FISCAL IMPLICATIONS:

Local Funds: Approximately \$ 30,000.00

## RECOMMENDATION:

Recommend approval to enter into a contract with MoakCasey for efficiency study related to tax rate implementation for 2023-2024 school year at an approximate cost of \$ 30,000.00.

**Approved for Submission to Board of Education:**

Dr, René Gutiérrez

**Submitted by: Superintendent**

**Recommended by: Asst. Supt./CFO**

Miguel Salinas

**Reviewed by: Staff Attorney**

**Approved by: Deputy Superintendent**

**Dr. René Gutiérrez, Superintendent**

When Necessary, Additional Background May Follow This.

## Minerva Almanza

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Wednesday, March 1, 2023 10:03 AM  
**To:** Minerva Almanza  
**Cc:** Miguel Salinas; Lea Ohrstrom; Patricia Perez  
**Subject:** Re: Contract/Agreement -MoakCasey, LLC Proposed Consulting Agreement

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The agreement as revised is approved as to form.

Sincerely,

Priscilla

— ODC —  
O'HANLON, DEMERATH & CASTILLO  
Attorneys and Counselors at Law

*Priscilla A. Lozano*  
Partner  
808 West Ave  
Austin, Texas 78701  
Office: 512-494-9949  
Facsimile: 512-494-9919  
Email: [plozano@808west.com](mailto:plozano@808west.com)  
[www.808west.com](http://www.808west.com)

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**From:** Minerva Almanza <malmanza1@bisd.us>  
**Sent:** Wednesday, March 1, 2023 9:46 AM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Subject:** FW: Contract/Agreement -MoakCasey, LLC Proposed Consulting Agreement

Good morning Ms. Priscilla,

We have made these changes below after submitting it to you. Attached please find the REVISED contract:

Section 2.1 – modified to replace David Robledo, Chief Financial Officer with Mary D. Garza, Finance Director

Section 2.13 – has venue in Austin, Travis County: Venue should be in Cameron County.

Thank you

Minnie

**From:** Isela Vieyra <jivieyra@bisd.us>  
**Sent:** Tuesday, February 28, 2023 9:45 AM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>  
**Subject:** Contract/Agreement -MoakCasey, LLC Proposed Consulting Agreement

Good morning Ms. Lozano,

Please see the attached MOU/ Contract for your review and approval.

Thank you.

Respectfully,

**Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**  
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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# Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez  
*Superintendent*

Miguel Salinas  
*Staff Attorney*

February 28, 2023

To: Dr. René Gutiérrez  
From: M. Salinas 

Reference: MoakCasey, LLC Proposed Consulting Agreement

Dear Dr. Gutiérrez:

I have reviewed the above-referenced agreement and have the following comments:

Section 2.1 has primary contact as Dr. René Gutiérrez, Dr. N. Cantu and David Robledo. The agreement should be modified to replace Mr. Robledo with the Finance Director.

Section 2.13 has venue in Austin, Travis County; Venue should be in Cameron County.

Thank you.

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**PROPOSED CONSULTING AGREEMENT**

**RELATED TO CONSULTING SERVICES**

By and Between

**BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

and

**MOAKCASEY, LLC**

**FEBRUARY 2023**

MOAKCASEY, LLC., hereinafter called "Consultant," agrees to provide the services ("Services") indicated in this consulting agreement ("Agreement") in return for fees as enumerated below to **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT** ("District"). The Services include the following components, as indicated.

**PART I. SERVICES**

Consultant shall:

- 1.1 Provide an efficiency audit as outlined under Texas Education Code, Section 11.184, and Legislative Budget Board guidelines,
- 1.2 Provide revenue projections for the district related to the passage or non-passage of a Voter Approval Tax Rate Election (VATRE),
- 1.3 Prepare and present a Budget Presentation to the Board of Trustees related to the passage or non-passage of a Voter Approval Tax Rate Election (VATRE), and
- 1.4 Provide other services related to the above matter as agreed to by the parties.

**PART II. General Provisions**

In performing these Services, Consultant and the District agree to the following additional terms and conditions.

- 2.1. Consultant shall be available for direct consultation with the District, but shall maintain primary contact with **Dr. René Gutiérrez, Superintendent, Dr. Nereida "Nellie" Cantu, Deputy Superintendent for Business & Operations, and Mary D. Garza, Finance Director.**

- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District.
- 2.6. Consultant is not an employee of District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with individual school districts or other education groups regarding financial planning and related services.
- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part 1.
- 2.10. If Consultant undertakes any activity specified in Sections 2.7-2.9 that represent a potential conflict of interest, Consultant shall notify and work with the District to resolve the matter.
- 2.11. This Agreement shall be in force until **January 31, 2024**, unless sooner terminated.
- 2.12. Either party may terminate this agreement at anytime with or without cause by providing thirty (30) days written notice. The thirty (30) days notice will begin on the day the notice is faxed or e-mailed to Consultant. Upon receiving said notice, Consultant will immediately cease all work on behalf of District. In the event of termination, Fees shall be payable through the date of termination.
- 2.13. This Agreement shall be governed by the laws of the State of Texas and venue for all purposes incident to this Agreement shall lie in Cameron County, Texas.



- 2.14. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Consultant.
- 2.15. In the event that the District is required to furnish information or records compiled by Consultant on the performance of the Agreement pursuant to the Texas Public Information Act, Consultant shall furnish such information and records to the District and the District shall have the right to release such information and records.
- 2.16. The District does not waive or relinquish any governmental immunities or defenses on behalf of itself and its trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or representative of the District.
- 2.17. Consultant affirms that it does not and will not boycott Israel during the term of the contract. (Required by Texas Gov't Code §2270).

### **PART III. FEES**

- 3.1. The basic fee for services provided under 1.1 shall be \$15,000.
- 3.2. The basic fee for services provided under 1.2 and 1.4 shall be \$300 per hour plus expenses.
- 3.3. The basic fee for services provided under 1.3 shall be \$3,000, plus expenses.
- 3.4. Actual expenses are not anticipated to exceed \$2,000, and anything above \$2,000 will be approved in advance by the District:
  - 3.4.1. All travel costs;
  - 3.4.2. mileage reimbursed at the rate of 65.5¢/mile, or at such other rate as may be set by the Internal Revenue Service from time to time;
  - 3.4.3. copying, printing, shipping, postage and other project related costs; and
  - 3.4.4. such other expense as may be approved by the District.
- 3.5. Payment shall be due upon receipt of an invoice for same.
- 3.6. Invoice shall include a photocopy of every billed expenses in excess of \$25.00.

PART IV. NOTICES AND MAILINGS

- 3.7. Official communications, except as noted in part III above, shall be considered delivered to the Client if mailed or emailed to the following, or to such other address as may be designated, in writing, from time to time:

CONTACT: \_\_\_\_\_  
 ENTITY: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_  
 City, TX, ZIP: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_

- 3.8. Invoices shall be considered delivered to the Client if mailed or emailed to the following, or to such other address as may be designated, in writing, from time to time:

BILLING CONTACT: \_\_\_\_\_  
 ENTITY: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_  
 CITY, TX, ZIP: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_

- 3.9. Payments and other official communications shall be considered delivered to Consultant if mailed to the following, or to such other address as may be designated, in writing, from time to time:

MOAKCASEY, LLC.  
 901 S. Mopac Expressway  
 Bldg. III, Suite 310  
 Austin, Texas 78746

DISTRICT:  
**BROWNSVILLE INDEPENDENT SCHOOL  
 DISTRICT**

CONSULTANT:  
**MOAKCASEY LLC.**

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Leo Lopez  
 Chief Financial Officer

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

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