

**NEW MEXICO
LEGAL SERVICES RETAINER AGREEMENT
FOR
GADSDEN ISD**

The Gadsden ISD (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh, Anderson, Gallegos, Green & Treviño, P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to an hourly rate of \$180 for additional legal work over and above initial telephone consultations. Hourly rates are subject to change with 30 days advanced written notice. Examples of such additional legal work are follow-up telephone calls, legal research, opinion letters, document or policy reviews, consultation with other attorneys in the firm, office visits, participation in board meetings, attendance at IEP meetings, representation in discharge or termination hearings, special education due process hearings and litigation. Expenses incurred by the Law Firm in providing such additional legal work shall also be charged.
3. Publications: The Law Firm shall provide at no charge six issues per year of the publication *School Law with Walsh Anderson New Mexico*, published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 plus applicable gross receipts taxes for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are

initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. 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 Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the 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.

Executed this _____ day of _____, 2012.

GADSDEN ISD

By: _____
(Signature)

(Print Name)

(Title)

WALSH, ANDERSON, GALLEGOS, GREEN & TREVIÑO, P.C.

By: _____
Oscar G. Treviño
Managing Shareholder