

RAMIREZ & GUERRERO, L.L.P.

Attorneys at Law
600 E. Nolana, Suite 200
McAllen, Texas 78504
Phone: (956) 664-0007
Fax: (956) 664-1770

March 25, 2008

Hon. Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: **Engagement of Bond Counsel**

Honorable Judge Salinas:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimbursable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of \$15,000 for up to \$3,000,000.00 in principal amount of bonds;

\$1,000 for every \$1,000,000 from \$3,000,000 to \$20,000,000;

\$750 for every \$1,000,000 from \$20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of \$3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of \$200.00 or \$175.00, depending on lawyer assigned.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum \$1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed \$1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By:


JESUS RAMIREZ

APPROVED AND ACCEPTED:


COUNTY OF HIDALGO

Judge


County Clerk

(SEAL)

10. A. Requesting approval to accept Letter of Termination of Bond Counsel from Montalvo & Ramirez.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Requesting exemption from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "professional services" with the Law Firm Ramirez & Guerrero, LLP in connection with legal representation as it pertains to Bond Counsel.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Requesting approval to accept Letter of Engagement for Bond Counsel from Ramirez & Guerrero, LLP.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item C.

B. County Judge's Office

- 1. Requesting authority to purchase (including installation and implementation, if applicable) of an "P25Digital Remote Trunking Tower Site" through Hidalgo County's Inter local Agreement with the Houston-Galveston Area Council's (HGAC's) awarded vendor(s) in an amount not to exceed \$300,000.00 and subject to receipt of equipment and or (turnkey installation & implementation, if applicable) by deadline of February 28, 2010 in order to comply with reimbursement requirements as set forth for the 2007 LETPP Homeland Security Grant.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved back to item #8.

C. Pct. I

- 1. Requesting approval of a professional appraisal services contract with LEONEL GARZA, JR. & ASSOCIATES, LLC for the "VARIOUS ROAD & BRIDGE AND CAPITAL IMPROVEMENT PLAN PROJECTS (CIP) for Hidalgo County Precinct No. 1 (as selected after evaluation of 5.0.0's from the POOL OF APPRAISERS and previously approved by C.C. on January 8, 2008 for negotiation of the contract with LEONEL GARZA, JR. & ASSOCIATES, LLC and approved by legal council to proceed with final execution of contract)**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

APPROVED**AI-8493****13.A.10.****Bond Counsel
CC REGULAR****Date:**

04/01/2008

Submitted By:

Marty Salazar, PURCHASING DEPT.

Submitted For:

Marty Salazar

Department:

PURCHASING DEPT.

Agenda Category: Purchasing Department**Purchasing only:** Hidalgo County**Information****CAPTION**

A. Requesting approval to accept Letter of Termination of Bond Counsel from Montalvo & Ramirez.

B. Requesting exception from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "professional services" with the Law Firm Ramirez & Guerrero, LLP in connection with legal representation as it pertains to Bond Counsel.

C. Requesting approval to accept Letter of Engagement for Bond Counsel from Ramirez & Guerrero, LLP.

BACKGROUND

Mr. Ramirez verbally told Mr. Valde Guerra, that he would forward proper documentation to Budget Office. As soon as documentation is received it will be attached.

Fiscal Impact**Attachments**Link: [Termination Letter](#)Link: [Engagement Letter](#)Link: [Engagement Agreement](#)**Form Routing/Status****Route Seq Inbox****Approved By Date****Status**

1	Purchasing Department (Originator)	Marty Salazar 03/19/2008 03:14 PM	APRV
2	Budget & Management	Dina Trevino 03/20/2008 07:30 AM	APRV
3	Erika Reyna	03/20/2008 04:15 PM	NEW
Form Started By: Marty Salazar		Started On: 03/18/2008 03:52 PM	
Final Approval Date: 03/20/2008			

Montalvo & Ramirez
Attorneys at Law
900 N. Main
McAllen, Texas 78501

March 20, 2008

Honorable Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

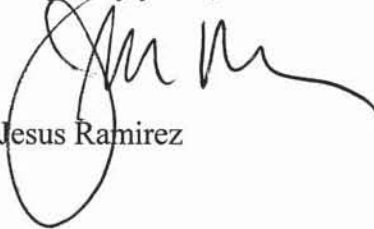
Re: Termination of Bond Counsel Services

Honorable Judge Salinas:

Please be advised that Montalvo & Ramirez is terminating its services as bond counsel to the County of Hidalgo effective immediately.

If you have any questions, please do not hesitate to contact our office at your convenience.

Very truly yours,



Jesus Ramirez

RAMIREZ & GUERRERO, L.L.P.

Attorneys at Law

600 E. Nolana Avenue, Suite 200

McAllen, Texas 78501

Phone: (956) 664-0007

Fax: (956) 664-1770

March 20, 2008

Honorable Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Bond Counsel Engagement

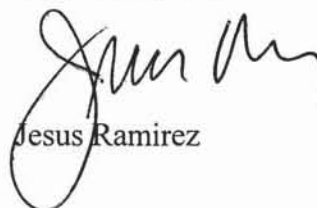
Honorable Judge Salinas:

As we have discussed in the past, I am no longer associated with my former law firm, Montalvo & Ramirez and my new firm name is Ramirez & Guerrero, L.L.P. We will continue to provide all of our bond counsel services and other legal services with the same commitment and dedication to our clients that we have attempted in the past.

We request that this item be placed on the district's agenda for consideration and look forward to address the district's board should that be advisable.

Please contact us if we can be any further assistance.

Very truly yours,



Jesus Ramirez

RAMIREZ & GUERRERO, L.L.P.

Attorneys at Law
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(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

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A base fee of \$15,000 for up to \$3,000,000.00 in principal amount of bonds;

\$1,000 for every \$1,000,000 from \$3,000,000 to \$20,000,000;

\$750 for every \$1,000,000 from \$20,000,000 and above

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The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum \$1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed \$1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

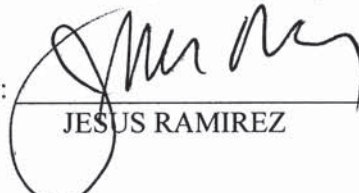
No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By:



JESUS RAMIREZ

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

Judge

County Clerk

(SEAL)

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to engage the Law Firm of Atlas & Hall as it pertain to cause # C-236-09-D.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to engage the Law Firm of Atlas & Hall as it pertain to EEOC Charge No. 31C-2009-00849.

At this time the Court moved to item #11-A.

B. Discussion, consideration, and action on Hidalgo County's Wireless Communication Services Policy, Guidelines, and Procedures (Cellular Telephone Policy).

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #6-E.

C. Status report on the Old Administration Building Renovation project, to include the area designated for the District Attorney.

Presentation made by Valde Guerra.

At this time the Court moved to Executive Session.

D. Resolution Authorizing Tax Resale

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #16-A.

E. Constable Pct. #4:

Discussion, consideration and action on Order prohibiting the carrying of concealed handguns in county owned and/or leased properties/offices

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to include only the Old Administration Building and the Courthouse.

At this time the Court moved on item #6-B.

F. Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one (1) with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.



AI-14561

6.F.

Renewal of Letter of Engagement-Bond Counsel

CC REGULAR

Date: 03/17/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one (1) with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-30-115-021-0-333 & 339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object 333 "Legal & Expert Witness" Available Balance as of 3-13-09 \$64,285.32

Object 339 "Other Professional Services" Available Balance as of 3-13-09 \$277,032.86

Attachments

Link: [561](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/13/2009 02:56 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 03:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/13/2009 03:40 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Marty Salazar			Started On: 03/13/2009 02:01 PM	
Final Approval Date: 03/13/2009				

Replacement of Air Handler Unit" through PO #625760 in those amounts eligible and confirmed for payment of \$2,884.00.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

6. **AI-20295 Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the current letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.**

On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Pct. 2

1. **AI-20182 Acceptance and approval of the number and Work Authorizations with Millennium Engineers Group, Inc.-Contract#C-09-485-01-12 for the provision of either geotechnical or engineering services for the following projects:**

a. No. 2-estimated fee-\$3,760.00-Geotechnical Engineering Services-LJ Drainage Lateral;

b. No. 3-estimated fee-\$5,725.00-Geotechnical Engineering Services-Cesar Chavez Drainage Improvements;

c. No. 4-estimated fee-\$1,882.00-Geotechnical Engineering Services for the Morningside Offsite Drainage;

d. No. 5-estimated fee-\$6,606.00-Engineering Services-Cesar Chavez Improvements (Owassa to Sioux);

e. No. 6-estimated fee-\$6,606.00-Engineering Services for the Tower Road Improvements (Owassa to Sioux).

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote to approve items 21.A.6.B.1.a through e.

2. **AI-20320 Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 7 for current contract with Millennium Engineers Group, Inc for the "New Hidalgo County Precinct No. 2 Administrative Buildings," to reflect a \$880.00 increase to the total project estimated cost, bringing the total estimated project cost to \$40,736.50 C-08-316-10-28**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. Pct. 4

1. **AI-20330 Requesting approval of a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

