

## **ENGAGEMENT AGREEMENT FOR LEGAL SERVICES**

### **HIDALGO COUNTY AND RAMON WORTHINGTON NICOLAS & CANTU, PLLC.**

This letter of engagement for Legal Services (the “Agreement”) is entered into effective as of July 12, 2022 (the “Effective Date”), by and among the **County of Hidalgo, Texas** (the “County”) and **Ramon Worthington Nicolas & Cantu, PLLC** (Attorneys).

**WHEREAS**, the Hidalgo County Commissioners Court (the “Commissioners Court”) has requested that the County contract with licensed Texas attorneys to provide legal services to Hidalgo County (“County”); and

**WHEREAS**, the Commissioners Court has determined that the Attorneys have demonstrated competence to perform the services for fair and reasonable fees and the County agrees to the Attorney’s appointment as legal counsel for Hidalgo County.

The terms and conditions of our engagement are as follows:

1. Attorneys’ fees for legal services are based primarily on the hourly rates for each lawyer and legal assistant at the time the services are rendered. Our current rates for governmental entities are \$195.00 per hour for lawyers and \$95.00 per hour for legal assistants. The hourly rate is prorated for any portion of an hour based on “tenths of an hour.” Attorneys may charge for time spent on County business, including, but not limited to, attendance at County meetings; attendance at hearings; attendance at conferences with individual County staff and/or their representatives; preparation for meetings; research; and correspondence. The current rate for litigation matters for governmental entities is \$215.00 per hour for lawyers and \$95.00 per hour for paralegals and legal assistants. Litigation matters include, but are not limited to, court appearances, mediations, arbitrations, court preparation, research, correspondence, depositions, trials, etc. Attorneys’ fees for certain types of cases such as condemnation, may also be charged on a flat fee basis per condemnation. That fee shall be as agreed to by both parties. The Attorneys will be reimbursed for reasonable expenses incurred during the course of Attorney’s legal representation of the commission, including but not limited to, investigator, postage and travel expenses. See the attached fee schedule (Exhibit “A”).
2. The scope of legal representation includes, but is not necessarily limited to, the following:
  - a) Condemnation lawsuits and/or proceedings for acquisition of property, easements, and right of way for County and/or associated entity;
  - b) General legal services;
  - c) Conferences with County Commissioners Court Members, County staff, and third parties as needed;
  - d) Other County business deemed necessary by the County, Commissioners Court or County officials; and
  - e) Litigation matters that arise pertaining to the County and related litigation services.

The County will pay Attorneys for the actual time spent on the scope of legal representation identified herein in paragraph 1 each month in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

3. It is our policy to invoice clients monthly for fees and out-of-pocket expenses. For hourly services, each lawyer, paralegal, and legal assistant records the time required to perform services, and these time records are the basis for the invoice. These bills will generally describe services performed and the expenses incurred. Because of the detailed nature of our statements, our clients do not usually have any questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.
4. We will be entitled to receive compensation from the County for all services rendered and all disbursements made, under the provisions of this agreement, up to the time of expiration or termination.
5. Although the Attorneys do not expect any conflicts to arise during Attorneys' representation of the County, Attorneys reserve the right to withdraw from representation of the County should any of the following occur:
  - a) Nonpayment of fee statement and/or serious past due accounts;
  - b) Resistance or refusal by the County to provide assistance to Attorneys in the performance of Attorneys' legal representation of the County;
  - c) In the Attorneys opinion, a conflict of interest arises during the legal representation which is/was not apparent at the outset of the legal representation; or
  - d) Any other situation, which compromises the Attorneys' ability to represent the County in a legal matter and/or compromises legal and ethical obligation to the State of Bar of Texas in general.
6. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to above, we will cooperate in the transfer of the matter to other counsel of your choice.
7. Subject to any requirement for prior authorization by the county, Attorneys may request that other legal counsels assist Attorneys in fulfilling its legal obligations to the County.
- 8.

9. This Agreement is for a two (2) year term from the Effective Date with the County's option to renew and extend for two (2) additional one (1) year terms under the same rates and terms described herein.
10. Upon termination of our services, it is the responsibility of the County to request any documents from our files. We will retain documents for five (5) years and then destroy them in accordance with our record-retention policy then in effect.
11. This agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party.
12. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
13. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and that the County has no supervision of the performance of the Services provided by Attorneys in their capacity as counsel for the County, and that Attorneys are an independent contractor under this Contract.
14. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo  
Attn: Valde Guerra  
505 S. McColl Rd, 2nd Floor  
Edinburg, Texas 78539

If to Attorneys: Ramon Worthington Nicolas & Cantu, PLLC  
Attn: Dan Worthington  
1506 S Lone Star Way, Suite 5  
Edinburg, Texas 78539

15. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
18. *Entire Agreement.* This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. *Immunities.* Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
20. *Nondiscrimination:* Attorneys, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.
21. *Additional Documents.* The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.
22. *Appendix II to CFR 200-Contract Provisions:* Pursuant to 2 CFR 200, a non- Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
- 23.

Executed and effective as of the Effective Date.

HIDALGO COUNTY, TEXAS

By: \_\_\_\_\_  
Richard Cortez, County Judge

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

RAMON WORTHINGTON NICOLAS &  
CANTU, PLLC

By: \_\_\_\_\_  
Dan Worthington

EXHIBIT "A"

1. Travel by vehicle: Fifty Cents per mile when applicable.
2. Travel by air: Actual cost
3. Lodging: Up to One Hundred Fifty Dollars per night.
4. Postage: Actual cost.
5. Investigator: Reasonable industry standard rate.
6. Filing Fees: Actual cost.
7. Copies: Ten cents per page after the first 100 pages.
8. Expert Fees: Actual cost.
9. Court Reporter: Actual cost.
10. Witness Subpoena: Actual cost.
11. Service of process: Actual cost.