

# COVELER & PEELER, P.C.

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*Via email only to isaac.sulemana@co.hidalgo.tx.us*

February 1, 2024

Hidalgo County Judge Richard Cortez  
Attn: Isaac V. Sulemana, Chief of Staff  
Hidalgo County Judge's Office  
100 E. Cano, Second Floor  
Edinburg, Texas 78539

Re: Engagement for Special Legal Counsel for Hidalgo County

Dear Judge Cortez:

The attorneys and staff of Coveler & Peeler, P.C., appreciate the opportunity to work with Hidalgo County ("the County"). This letter outlines the scope of our representation for the County.

We anticipate our engagement as the County's special counsel to include the following matters:

1. Engagement as special legal counsel to assist the County create and form an Emergency Services District in the western area of Hidalgo County.
2. Engagement as special counsel to assist the County create and overlap one (1) or more Emergency Services Districts which would provide Emergency Medical Services ("EMS") that cover Hidalgo County Emergency Services District No. 1, 2, 3 and 4.
3. Engagement as special counsel to engage with the Hidalgo County Appraisal District ("HCAD") in order to describe the official metes and bounds of the Emergency Services District for the western area of Hidalgo County and creation of overlapping EMS. Additional interactions with HCAD would assist with establishing revenue estimates, revenue values and operational models of the EMS service after any possible election.
4. Engagement as special counsel to help create and order an election to facilitate an Emergency Services District in the western area of Hidalgo County.

5. Engagement as special counsel to discuss the future creation of one (1) or more EMS Emergency Services Districts that would provide EMS services to the western area of Hidalgo County.
6. Engagement as special counsel to engage in Election Education throughout the western area of Hidalgo County and to educate voters on the creation of a Fire Emergency Services District and EMS Emergency Services District in the area and how it would benefit the members of the public.
7. Engagement as special counsel to engage and communicate with local political subdivisions, including but not limited to cities, utility districts, and other special purpose districts regarding an Emergency Services District within their territory.
8. Engagement as special counsel to engage and communicate with Hidalgo County Commissioners regarding an Emergency Services District in the western area of Hidalgo County.
9. Engagement as special counsel to engage and communicate with Hidalgo County Emergency Services District No. 1, 2, 3 and 4 about a creation of one (1) or more EMS that overlap the Districts.
10. Engagement as special counsel to assist the County if a proposition election passes to create and form the Emergency Services District for the western area of Hidalgo County.
11. Engagement as special counsel to assist the County if a proposition election passes to create and form one (1) or more overlapping EMS for Hidalgo County's Emergency Services District.
12. Engagement as special counsel to assist the County with the Board appointments of the newly created Emergency Services District for the western area of Hidalgo County.
13. Engagement as special counsel to the County to consult with existing Hidalgo County Emergency Services District No. 1, 2, 3 and 4.
14. Engagement as special counsel to assist the newly formed Emergency Services District in the western area of Hidalgo County establish itself.

Our fees for legal services are based on the hourly rates for attorneys and staff. We will bill in quarter hour increments. When our law firm rates change, we will provide you with an update of those rates prior to any work commencing. Our current rates are attached to this letter as Exhibit "A". The terms and conditions of our representation are attached hereto as Exhibit "B", and are hereby incorporated by reference.

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It is very challenging at this point to estimate the cost of this work. The work will need to occur in phases and we would work with the County to try and develop a more specific budget once we are engaged and know the true scope of our work.

We would currently estimate to visit with all of the interested parties, advise and assist with the education campaign, prepare the necessary petitions to request the creation of the new districts, order the election and accomplish all of the engagement matters listed above, including travel for same, would range between \$75,000 and \$100,000. That estimate changes significantly based upon the need to meet with cities and other Emergency Services Districts and their counsel to coordinate on the requested engagements.

While we do not normally bill for routine travel time or mileage to and from the County, based upon the distance between the County and our offices, we would bill for time and actual travel expenses (not meals or incidentals) in person travel to and from Hidalgo County. However, we anticipate that much of this representation can be accomplished via remote meeting access, telephone and email communications.

We bill for expenses, such as delivery charges, postage and other expenses incurred in the course of our representation. We bill for these items at cost as expenses are incurred. Some items performed by outside vendors may be paid by Coveler & Peeler and billed back to the County or they may be billed directly to the County on a case by case basis with the County's permission.

We will invoice for hourly legal fees and costs incurred on a monthly basis without retainer. Our billing statements contain adequate detail to reasonably explain the work performed for the County and the time spent to produce such work. However, you are always free to request additional information for any billing item.

The attorneys in charge of the County's file and representation will be Ira A. Coveler and Krystine Ramon. Other firm attorneys and staff will assist on County matters as we deem appropriate. When completing work on behalf of the County, irrespective of how the matter is assigned to us by the County as a whole, by committees or individual commissioners, or by County staff, our client is the County as a whole, not the individual members or County employees. While it may at times be appropriate to provide representation, assistance and confidential communications and information to individual Commissioners and County senior staff, our ability to communicate with the County as a whole must not be constrained or unreasonably limited. Only through clear, complete communications directly with the County can we ensure that we are adequately meeting our obligations as special legal counsel to Hidalgo County.

You may discharge us from this representation at any time, with or without cause.

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Additionally, we are free to withdraw at any time, with or without cause, subject to reasonable notice under the circumstances and with approval of any court which may be involved in any matters under our representation. We will be entitled to receive compensation from you for all services rendered and all disbursements made under the provisions of this engagement up to the time of withdrawal. Circumstances may arise that will require us to withdraw or recuse our firm from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances of discharge or withdrawal described above, we will cooperate in the transfer of your files to other counsel of your choosing.

When an attorney is engaged by a client for general representation or representation to complete a specific matter, the attorney cannot guarantee the results of such representation. We make no such representations now, nor do we make any express warranties regarding our representation, and we disclaim any implied warranties concerning it.

We appreciate the County giving us the opportunity to submit our proposal as special legal counsel.

Very truly yours,

**COVELER & PEELER, P.C.**

By:

  
John W. Peeler

Accepted:

**HIDALGO COUNTY**

By: \_\_\_\_\_

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