

**LETTER OF ENGAGEMENT FOR LEGAL SERVICE****HIDALGO COUNTY AND CASO LAW FIRM, PLLC**

This letter of engagement for Legal Services (the “Agreement”) is entered into effective as of October 30, 2022 (the “Effective Date”), by and among the **County of Hidalgo, Texas** (the “County”) and **Caso Law Firm, 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 \$175.00 per hour for lawyers and \$70.00 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 \$175.00 per hour for lawyers and \$70.00 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.

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, 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) Providing advice regarding statutes, case law, and regulations affecting the County’s responsibilities and powers under the Texas Local Government Code and other state and federal statutes;
 - d) Providing advice regarding County rules, and development of County rules;

- e) Conferences with County Commissioners Court Members, County staff, and third parties as needed;
- f) Attendance and preparation for County meetings and workshops;
- g) Provide advice to County regarding meetings, hearings, and other matters pending before the County;
- h) Other matters relating to the selection of County employees and the procedural and substantive rights, advancement, and benefits of County employees;
- i) Other County business deemed necessary by the County, Commissioners Court or County officials; and
- j) 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. 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. 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.
9. 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.
10. This agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party.
11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
12. 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.
13. 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., Suite J
Edinburg, TX 78539

If to Attorneys: Caso Law Firm, PLLC
112 E. Cano St.
Edinburg, Texas 78539

14. 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.
15. 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.
16. 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.
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the

Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, the County may terminate this Agreement upon ninety (90) days written notice to Company. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of 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:** Company, 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 200.236, 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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON October 18, 2022.

Agenda Item No. 87846

Executive Office: MS

VENDOR:
Caso Law Firm, PLLC

COUNTY:
COUNTY OF HIDALGO

Jose Luis Caso
Jose Luis Caso (Oct 19, 2022 13:37 CDT)
Jose Luis Caso, General Manager

Richard F Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Robert Viña, III
Robert Viña, III (Oct 19, 2022 15:43 CDT)
Robert Viña III, Assistant District Attorney

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

EXHIBIT "A"

Reimbursable Fees/Rates

Lawyers:	\$175.00 per hour
Paralegals:	\$70.00 per hour
Legal Assistants:	\$70.00 per hour
Lawyers/Litigation:	\$175.00 per hour
Paralegals/Litigation:	\$70.00 per hour
Legal Assistants/Litigation:	\$70.00 per hour
Postage:	At cost
Black and White copies:	No cost
Color copies:	\$.50 per page
Fax:	No cost
Long Distance Charges:	No cost
Mileage:	IRS rate
Travel Expenses:	Hidalgo County rates (i.e. hotel, meals, etc.)
Scans to file:	No cost
Recording fees:	At cost
Litigation Expenses:	At cost (i.e. depositions, expert witness, etc.)

29 A.1 A.
P 1/3

- legal form by Hon. J. Hawkins, Porter Hedges] between Hidalgo County and Architect, HDR Architecture, Inc., [C-16-141-10-31] to include the following Scope of Work in connection with the "Construction of the New Hidalgo County Courthouse" Project:
- B. Requesting approval of Amendment No. 23: Movement Management 2 Miscellaneous Changes
- C. Requesting approval of Amendment No. 24: Building Security Additions
- D. Requesting authority for County Judge and/or the HCCEO, to sign required documents.

P 1/3

- 2. AI-87906 Requesting authority to accept and award contract C-22-0562-10-18 for the Moving/Relocation Services for Hidalgo County Courthouse, to the lowest responsive and responsible bidder, On-Demand Logistics Services LLC, for the total amount of \$70,055.59 ; with authority to issue Notice to Proceed.

P 1/3

- 3. AI-87903 A. Presentation for discussion, consideration, and action of 4th Amendment to Letter of Engagement with Porter Hedges, LLP with regard to the scope of legal services, including but not limited to other professional & consulting services for Phase I and Phase II Courthouse Projects; as attached with details herein.
- B. Requesting authority for County Judge to sign all required documents.

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P 3/4

- 4. AI-87902 A. Requesting authority to allocate ERO Architects, the Architect of Record, with the Section 179D Energy Efficient Commercial Building Deduction; for their energy-efficient technical specifications implemented on the following Hidalgo County Projects:
 - Precinct No.4 - Mechanic Shop - \$2,100,000.00
 - New Hidalgo County Courthouse - \$149,004,321.00
- B. Requesting authority for the Owner's Designated Representative, Mr. Valde Guerra, Hidalgo County CEO, to sign all required documents.

APPROVED

contract to the lowest responsive and responsible bidder Frontera Materials Inc. thru RFB No. 22-09-28-MGN for "Type D Hot Mix Asphalt (Gravel Only)".

1 yr. term

B. Executive Office

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P 4/3

- 1. AI-87846 A. Requesting exemption from competitive bidding requirement, under TxLGC 262.024 (a)(4) professional services;
- B. Acceptance and approval of a Letter of Engagement with the Caso Law Firm, PLLC in connection with legal matters.

C. Pct. 1

du
P 4/3

- 1. AI-87892 Requesting approval of Work Authorization No. 4, in the amount of \$1,039,840.00, as submitted by project engineer, L & G Engineering, to provide engineering services through Contract #C-18-195-07-31 for the "Mile 6 Project (M14 1/2 to SH 107)" in Pct.1.

D. Pct. 2

du
P 1/4

- 1. AI-88015 Requesting approval to complete and submit a credit application as required by vendor, Doggett Machinery Services, LLC for the purpose of setting up an account to rent equipment, with authority for Commissioner Eduardo Cantu to sign credit application.

E. Pct. 3

du
P 3/4

- 1. AI-87699 Requesting approval of the solicitation packet RFQ 22-0255-11-02-VBO " Professional Engineering Services for Construction Management, Material Testing, and Inspection for the Liberty Blvd. Project

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caso Law Firm, PLLC
Edinburg, TX United States

Certificate Number:
2022-941485

Date Filed:
10/06/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-0527
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Caso, Jose	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

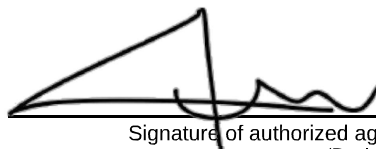
6 UNSWORN DECLARATION

My name is Jose Caso, and my date of birth is 06/10/1983.

My address is 112 E. Cano St., Edinburg, TX, 78539, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 6TH day of October, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-941485

Date Filed:
10/06/2022

Date Acknowledged:
10/06/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caso Law Firm, PLLC
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-0527
Legal Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Caso, Jose	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)












C-22-0527-10-18 Caso Law Firm, PLLC

Final Audit Report

2022-10-24

Created:	2022-10-19
By:	Alexandra Vela (alexandra.vela@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASnjtC_EwNjO5creHkmOIQe8BXgqE482n

"C-22-0527-10-18 Caso Law Firm, PLLC" History

-  Document created by Alexandra Vela (alexandra.vela@co.hidalgo.tx.us)
2022-10-19 - 6:34:30 PM GMT
-  Document emailed to jcaso@caso.law for signature
2022-10-19 - 6:36:42 PM GMT
-  Email viewed by jcaso@caso.law
2022-10-19 - 6:36:49 PM GMT
-  Signer jcaso@caso.law entered name at signing as Jose Luis Caso
2022-10-19 - 6:37:13 PM GMT
-  Document e-signed by Jose Luis Caso (jcaso@caso.law)
Signature Date: 2022-10-19 - 6:37:15 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2022-10-19 - 6:37:18 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2022-10-19 - 6:53:54 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2022-10-19 - 6:54:21 PM GMT - Time Source: server
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2022-10-19 - 6:54:24 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2022-10-19 - 8:42:54 PM GMT
-  Signer robert.vina@da.co.hidalgo.tx.us entered name at signing as Robert Viña, III
2022-10-19 - 8:43:41 PM GMT




 Document e-signed by Robert Viña, III (robert.vina@da.co.hidalgo.tx.us)


Signature Date: 2022-10-19 - 8:43:43 PM GMT - Time Source: server

 Document emailed to countyjudge@co.hidalgo.tx.us for signature


2022-10-19 - 8:43:45 PM GMT

 Email viewed by countyjudge@co.hidalgo.tx.us

2022-10-19 - 8:47:07 PM GMT

 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez

2022-10-21 - 6:37:13 PM GMT

 Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)


Signature Date: 2022-10-21 - 6:37:15 PM GMT - Time Source: server

 Document emailed to karina.esparza@co.hidalgo.tx.us for approval

2022-10-21 - 6:37:17 PM GMT

 Email viewed by karina.esparza@co.hidalgo.tx.us

2022-10-21 - 6:37:23 PM GMT

 Signer karina.esparza@co.hidalgo.tx.us entered name at signing as Karina Esparza

2022-10-21 - 9:04:53 PM GMT

 Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)


Approval Date: 2022-10-21 - 9:04:55 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2022-10-21 - 9:04:57 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us

2022-10-24 - 3:37:15 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2022-10-24 - 3:38:08 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2022-10-24 - 3:38:10 PM GMT - Time Source: server

 Document emailed to Karina Esparza (karina.esparza@co.hidalgo.tx.us) for approval

2022-10-24 - 3:38:13 PM GMT

 Email viewed by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

2022-10-24 - 3:38:18 PM GMT

 Document approved by Karina Esparza (karina.esparza@co.hidalgo.tx.us)

Approval Date: 2022-10-24 - 7:58:25 PM GMT - Time Source: server



✔ Agreement completed.

2022-10-24 - 7:58:25 PM GMT

