

ATLAS, HALL & RODRIGUEZ, LLP

ATTORNEYS AT LAW

P.O. BOX 3725 (78502-3725)

818 W. PECAN BLVD. (78501-2418)

McALLEN, TEXAS

TEL. (956) 682-5501 FAX (956) 686-6109

ATLASHALL.COM

scrain@atlashall.com
(956) 632-8221 Direct Line

CAMERON COUNTY OFFICE

50 W. MORRISON RD., STE A

BROWNSVILLE, TEXAS 78520-

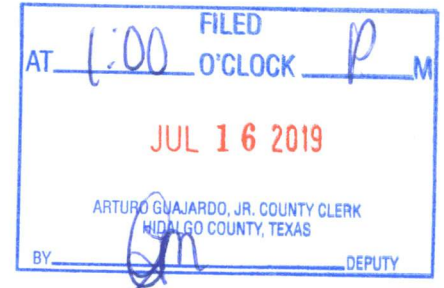
7262

TEL. (956) 574-9333

FAX (956) 574-9337

July 16, 2019

Judge Richard F. Cortez
Hidalgo County, Texas
100 E. Cano, 2nd Floor
Edinburg, Texas 78539



RE: Purchase and Sale Agreement by and between PlainsCapital Bank, as Seller and Hidalgo County, Texas, as Buyer (the "Matter")

Dear Judge Cortez:

We appreciate being asked to represent Hidalgo County (hereinafter "Hidalgo County") in connection with the above transaction. The purpose of this letter is to set out the terms upon which Atlas, Hall & Rodriguez, LLP ("AH&R") agrees to represent Hidalgo County so that we have a mutual understanding of the goals and respective responsibilities of AH&R and Hidalgo County.

AH&R currently represents PlainsCapital Bank, (hereinafter "Bank"), in other unrelated matters. We therefore will be able to represent Hidalgo County in this Matter only with the agreement of both you and Bank. Bank has agreed Atlas, Hall & Rodriguez, LLP is not representing Bank in this Matter and AH&R is representing Hidalgo County in this Matter.

We believe that our representation of Bank in other matters will not materially affect our representation of Hidalgo County in this Matter or Bank in the other matters. However, Hidalgo County should carefully evaluate the potential risks and benefits of this proposed representation. While we have no doubts concerning this representation of Hidalgo County in this Matter or we would not agree to undertake it, the realm of possible adverse consequences include the possibility that our loyalty to Hidalgo County will be compromised by our representation of Bank in the other matters, or that confidentiality might be jeopardized.

Subject to the foregoing, AH&R agrees to undertake representation of Hidalgo County in the Matter on the following terms and conditions:

Scope of Services

AH&R has agreed to represent Hidalgo County in regard to the purchase of real

property from PlainsCapital Bank. This correspondence refers to only the Matter described in this paragraph and any additional matters that are made part of the representation by written supplement to this letter.

Our representation of Hidalgo County in the Matter and our attorney-client relationship regarding the Matter will terminate when we have completed the services covered by this representation letter and any written supplement to it.

We are at all times acting on your behalf to the best of our ability. Any expression on our part concerning the possible outcome are expressions of our professional judgment, but are not guarantees.

Cooperation

To enable us to effectively represent Hidalgo County in respect to the Matter, it is essential that Hidalgo County and any representative of Hidalgo County disclose fully and accurately all facts and keep AH&R apprised of all developments related to the Matter. We necessarily must rely on the accuracy and completeness of the facts and information Hidalgo County or Hidalgo County's representatives provide to us. Hidalgo County and any representative of Hidalgo County agree to cooperate fully with AH&R.

Legal Fees and Expenses

Our fees will be based on the time spent by AH&R lawyers or legal assistants who participate in the representation. We will charge for all time spent by such personnel in the representation in increments of tenths of an hour. For example, we charge for time spent involving, but not limited to, the following: telephone and office conferences with the Hidalgo County representatives of Hidalgo County, opposing counsel, and others; conferences among our attorneys and legal assistants; factual investigation if needed; legal research; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

It is anticipated that Stephen L. Crain will participate in the representation, and his billing rates per hour are \$175.00. Other lawyers, legal assistants, and other personnel may be assigned as necessary to achieve proper staffing. Billing rates for attorneys, legal assistants, and other personnel are reviewed annually and generally are revised at the beginning of each year.

Hidalgo County also is responsible for payment of any expenses properly and reasonably incurred on Hidalgo County's behalf, including reimbursement of all disbursements advanced by AH&R. Such expenses and disbursements are likely to include, but are not limited to, photocopying and facsimile charges, postage, courier services, filing fees, travel expenses, and computer research charges. Some costs may be billed directly to Hidalgo County, for which Hidalgo County will make prompt, direct payments to the vendor. AH&R will not incur any inordinate expenses without prior

approval from the Hidalgo County.

Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation in this Matter at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees and expenses incurred before termination, and fees and expenses in connection with an orderly transition of the Matter.

We are subject to the rules of professional conduct for the jurisdiction in which we practice. Under those rules, we may be required or allowed under some circumstances to withdraw from representing a client. These include: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another Bank. We try to identify in advance and discuss with you any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give you written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

Conclusion

This letter constitutes the entire terms of the engagement of AH&R in the Matter. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by Hidalgo County and AH&R. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of AH&R.

Please carefully review this letter. If this document correctly states your understanding of the terms and conditions of our representation of Hidalgo County in the Matter, and is acceptable, please sign and return the enclosed copy of this letter, keeping a copy of this letter for your files, so that we may commence the representation.

Very truly yours,

ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain

AGREED TO AND ACCEPTED:

HIDALGO COUNTY, TEXAS

By: Richard F. Cortez
Richard F. Cortez, County Judge

Date: 7/16/2019

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk



Date: 7/17/19

APPROVED BY
COMMISSIONERS' COURT
ON: 7/16/19