

FILED P.
AT 3:46 O'CLOCK M
OCT 24 2022
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY [Signature] DEPUTY

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 will expire upon the conclusion of the matter relating to the eminent domain proceeding initiated against Joyce Jean Windbigler.
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.

AI-86550
CC REGULAR AGENDA SPECIAL MTG

Purchasing Department 19. C. 2.
Prct. 2

Meeting Date: 07/12/2022
Submitted For: Eduardo Belmarez, PURCHASING DEPT.
Submitted By: Maria Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

CAPTION

- A. Requesting exemption from competitive bidding requirement, under Tx LGC 262.024(a)(4) a professional service;
- B. Acceptance and approval of a Letter of Engagement with Ramon Worthington Nicolas & Cantu, P.L.L.C. in connection with legal matters subject to legal review and compliance with all HC requirement submittals.

BACKGROUND

Funding will be identified upon engaging firm for legal services.

Fiscal Impact

<u>CALENDAR YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

Funding will be identified upon engaging firm for legal services.

Attachments

LOE

Form Review

Inbox	Reviewed By	Date
Purchasing / Internal	Eduardo Belmarez	07/08/2022 03:59 PM
Budget & Management	Veronica Ortiz	07/08/2022 04:01 PM
Ivan Cantu	Ivan Cantu	07/08/2022 04:51 PM
Final Approval	Monica Salinas	07/08/2022 07:42 PM
Form Started By: Maria Gomez		Started On: 07/08/2022 03:39 PM
Final Approval Date: 07/08/2022		



Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Re: Revised Contract

1 message

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jul 21, 2022 at 4:30 PM
To: Erika Zamora <erika.zamora@co.hidalgo.tx.us>
Cc: "Garza, Victor" <victor.garza@da.co.hidalgo.tx.us>, "garzajr, armando" <armando.garzajr@co.hidalgo.tx.us>

Erika,

Just to be clear, he is basically saying he is only going to finish the work on the one remaining case he has. This means he will not consider taking any additional assignments.

Are you all ok with that? If so, then we have no concerns with his proposed changes.

Thanks

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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On Thu, Jul 21, 2022 at 3:34 PM Erika Zamora <erika.zamora@co.hidalgo.tx.us> wrote:

Good afternoon Josie,

Mr. Worthington made some revisions to the engagement agreement. Please review and let me know if you approve.

Respectfully,

Erika Zamora

Director of Administration

Hidalgo County Precinct 2

Commissioner Eduardo "Eddie" Cantu

300 W Hall Acres, Suite G

Pharr, TX 78577

Ph: (956)292-7000 Ext 2015

----- Forwarded message -----

From: **Dan Worthington** <dworthington@ramonworthington.com>

Date: Thu, Jul 14, 2022 at 8:25 AM

Subject: Revised Contract

To: Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Cc: Sofia Ramon <sramon@ramonworthington.com>, Elizabeth Cantu <ecantu@ramonworthington.com>, Kristen Vela <kvela@ramonworthington.com>, Mayra Gutierrez <mgutierrez@ramonworthington.com>

Erika,

I hate to be a bother..... But I am not comfortable signing a contract for work which I know I am unable to complete due to my current work load. I have revised the agreement to terminate upon conclusion of the Windbigler matter and have attached for the County's consideration. I appreciate your (and the Commissioner's) patience with me. Things are just so hectic at the moment that I need to make sure I keep my schedule limited.

I am in and out today, so a call is a "coin-flip" but I will call back if I miss you.

Dan



RAMÓN | WORTHINGTON
L A W F I R M

Dan Worthington

RAMON WORTHINGTON NICOLAS & CANTU PLLC

Member/Manager

1506 Lone Star Way, Suite 5

Edinburg, Texas 78539

(956)294-4800

www.ramonworthington.com

Executed and effective as of the Effective Date.

HIDALGO COUNTY, TEXAS

By: Richard Cortez
Richard Cortez, County Judge

ATTEST:

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



APPROVED BY
COMMISSIONERS COURT
ON: 7/12/22

RAMON WORTHINGTON NICOLAS &
CANTU, PLLC

By: Dan Worthington
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.