

ORDER NO. 2018-06

**WHEREAS**, Panola County, Texas (Panola), is a duly organized and operating County of the State of Texas, and its governing body is the Commissioners Court of Panola County, Texas (Commissioners Court); and

**WHEREAS**, the County, by and through its Commissioners Court, and pursuant to all relevant authority, desires to retain and acquire legal counsel and the professional legal services of the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas regarding the matter (Legal Matter) described in the Engagement Agreement attached as **Exhibit 1**.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Commissioners Court of Panola County, Texas, for and on behalf of the County and in the public interest, hereby finds, orders, and approves the following:

- (1) It is necessary, proper, and advisable for the County and its Commissioners Court to be represented by the following law firm regarding the Legal Matter due to the legitimate and principal interests of the County and the public as herein described: Bickerstaff Heath Delgado Acosta LLP of Austin, Texas (Law Firm).
- (2) The Law Firm is hereby retained by the Commissioners Court on behalf of the County, and is formally engaged for the Legal Matter and hired to provide legal counsel and related professional and personal services pursuant to and described in the contract for legal services (Engagement Agreement) hereby authorized and executed between the parties, said agreement being approved, attached, and incorporated by reference as **Exhibit 1**.
- (3) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other, where necessary for a correct meaning.
- (4) This order shall take effect immediately from and after its passage and enactment.
- (5) All preliminary recitals of this order and all attached documents are incorporated by reference.
- (6) All prior acts of the County, including its elected officials, appointed officials, officers, employees, agents, attorneys and representatives are ratified, confirmed, and approved regarding this and all related matters.

- (7) This order was considered and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.
- (8) The Commissioners Court hereby grants an exemption regarding the Engagement Agreement from the competitive bidding and procurement requirements of section 262.023 of the Texas Local Government Code, pursuant to and in accordance with section 262.024 of the Texas Local Government Code and other authority, in view of the professional and personal services to be rendered by the Law Firm to the County and its Commissioners Court regarding the Engagement Agreement and Legal Matter.

APPROVED AND ORDERED on the 26<sup>th</sup> day of June, 2018.

**THE COMMISSIONERS COURT OF  
PANOLA COUNTY, TEXAS**

*Lee Ann Jones*  
\_\_\_\_\_  
County Judge  
Panola County, Texas

*Absent*  
\_\_\_\_\_  
County Commissioner, Precinct 1  
Panola County, Texas

*Absent*  
\_\_\_\_\_  
County Commissioner, Precinct 2  
Panola County, Texas

*[Signature]*  
\_\_\_\_\_  
County Commissioner, Precinct 3  
Panola County, Texas

*[Signature]*  
\_\_\_\_\_  
County Commissioner, Precinct 4  
Panola County, Texas

**ATTEST:**

*[Signature]*  
\_\_\_\_\_  
County Clerk  
Panola County, Texas



**EXHIBIT 1**

**Bickerstaff Heath Delgado Acosta LLP**  
3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

**ENGAGEMENT AGREEMENT**

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

**Identity of Client.** We will be representing the interests of Panola County.

**Attorneys.** Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Manuel O. Méndez, will be the partner who will coordinate and supervise the services we perform on your behalf. We anticipate that most of the work on this matter will be performed by my partner, Charles Kimbrough and me. However, we routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

**The Scope of Our Work.** You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

**Fees for Legal Services.** Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

**Other Charges.** All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

**Billing Procedures and Terms of Payment.** Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

**Termination of Services.** You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

**Retention of Documents.** Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

**Fee Estimates.** We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a

significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

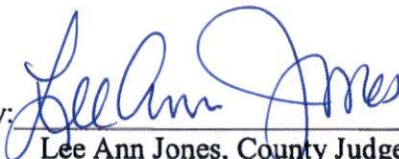
**Standards of Professionalism and Attorney Complaint Information.** Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

**Questions.** If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

**Acceptance of Terms.** If this arrangement is acceptable to you and Panola County, please sign the enclosed duplicate original of this agreement and return it to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

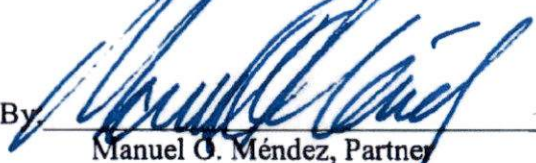
**AGREED TO AND ACCEPTED**

PANOLA COUNTY

By:   
\_\_\_\_\_  
Lee Ann Jones, County Judge  
Panola County, Texas

Date: 6-26-18

BICKERSTAFF HEATH DELCADO ACOSTA LLP

By:   
\_\_\_\_\_  
Manuel O. Méndez, Partner

Date: June 14, 2018

cc: Billing Department

**Exhibit A — Scope of Services**  
**Bickerstaff Heath Delgado Acosta LLP**

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- The scope of this Engagement Agreement includes representation regarding tax abatement and other economic development matters, but excluding public finance or other securities issuance
- Other legal services assigned or requested by the County, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested by the County, and confirmed in writing, are specifically not within the scope of our representation.

**Exhibit B — Billing Rates**  
 Bickerstaff Heath Delgado Acosta LLP

<b>TIMEKEEPER</b>	<b>2018 BILLING RATE</b>
Acosta, Alex	\$ 325
Caputo, Cobby	\$ 325
Caroom, Doug	\$ 325
Cheney, Denise	\$ 325
Dugat, Bill	\$ 325
Falk, Syd	\$ 325
Gonzalez, Vanessa	\$ 325
Heath, Bob	\$ 325
Katz, Joshua	\$ 325
Kimbrough, Chuck	\$ 325
Lumpkin, Katy	\$ 325
Maxwell, Susan	\$ 325
Mendez, David	\$ 325
Mendez, Manuel	\$ 325
Rogers, Emily	\$ 325
Russell, Claudia	\$ 325
Seaquist, Gunnar	\$ 325
Than, Catherine	\$ 325
Weller, Steven	\$ 325
Young, Brad	\$ 325
Fuqua, Kelli	\$ 230
Grinnan, Kimberly	\$ 215
Miller, Gregory	\$ 300
Robinson, Lori	\$ 300
Anderson, Mike	\$ 325
Delgado, Hector	\$ 325
Gangstad, John	\$ 325
Legal Assistants/Specialists	\$ 180
McCall, Sherry	\$ 230



**Exhibit C—Client Costs Advanced**  
**Bickerstaff Heath Delgado Acosta LLP**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

**Not Charged**

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

**Delivery Services**

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

**Postage**

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

**Copies and Prints**

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

**Phone Charges**

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

**Travel**

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

### Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

**Exhibit D—Verification Required by Texas Government Code Chapter 2270**  
**Bickerstaff Heath Delgado Acosta LLP**

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:

  
Manuel Mendez

Date:

June 14, 2018

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Panola County.

# 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.**  
Bickerstaff Heath Delgado Acosta LLP  
Austin, TX United States

Certificate Number:  
2018-373513

Date Filed:  
06/27/2018

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

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.**  
2018-06  
Representation regarding tax abatement and other economic development matters, but excluding public finance or other securities issuance.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Maxwell, Susan M.	Austin, TX United States	X	
Willms Rogers, Emily	Austin, TX United States	X	
Mendez, David	Austin, TX United States	X	
Than, Catherine	Houston, TX United States	X	
Katz, Joshua D.	Austin, TX United States	X	
Dugat III, Bill	Austin, TX United States	X	
Acosta, Jr., Alejandro	El Paso, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Allen Odom, and my date of birth is 10-22-73.

My address is 3711 S. Mopac Expy, Bldg. One, Ste. 300, Austin, TX, 78746, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 27th day of June, 2018.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)