



Mayor: Mario Garza
Mayor Pro-Tem: Leonardo “Lenny” Sanchez
Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
Marco “Markie” Villegas

The City of San Juan does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard
San Juan, Texas 78589
Monday, March 1, 2021

SPECIAL CALLED MEETING AGENDA 12:00 PM

I. CALL TO ORDER

II. DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS:

- A.** Discussion and Possible Action Regarding Quotes for the Upcoming General Election on May 1, 2021 for Mayor Place 1, City Commissioner Place 2 and Place 3.
- B.** Consider Appointment of Election Judges and Setting Maximum Number of Election Clerks for the Upcoming City's Special Municipal Election for Place One (1), Two (2) and Three (3) to be Held on May 1, 2021.
- C.** Discussion and Possible Action Regarding Hidalgo County Election Department Request of Polling Locations for the May 1, 2021 Cities/School Election.

III. RESOLUTIONS

- A.** Consider Approval of Resolution Acknowledging the Findings and Approving Proposed Contingent Fee Legal Services Contract with O'Hanlon, Demerath & Castillo PC and Raizner Slania, LLP, Requesting for Expedited Review and Authorizing the Mayor to Execute All Documents Related Thereto.

IV. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Special Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).

DIANA CAVAZOS
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the the _____ of _____, 2021.

OFFICE OF THE CITY SECRETARY

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 1, 2021

Discussion and Possible Action Regarding Quotes for the Upcoming General Election on May 1, 2021 for Mayor Place 1, City Commissioner Place 2 and Place 3.

STAFF COMMENTS AND RECOMMENDATIONS:

On the previous meeting the Issue and Notice of Election for May 1, 2021 was approved setting the polling locations and times of early voting and Election Day. Three quotes were requested from Hidalgo County, ES&S and Hart Intercivic. Hart Intercivic responded they were no longer leasing equipment but would be happy to provide the City of San Juan with a quote for equipment purchase. I have attached the quote received by ES&S, the City of San Juan has leased election equipment from them in the past and their equipment is the same as Hidalgo County. Hidalgo County has not provided a quote after numerous request but the last quote received was attached for reference.

RECOMMENDATION:

Approve as Recommended by City Commission.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



San Juan, City of, Texas (Hidalgo)
Rental Proposal Quote
Submitted by Election Systems & Software

Rental Solution Includes:

Quantity	Item Description	Price
Tabulation Hardware:		
Model DS200 Precinct Scanner:		
6	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, #2 Ballot Box Lock, Paper Roll and One (1) Standard 4GB Memory Device)	\$11,490.00
6	#2 Ballot Box Lock	\$60.00
6	Tote Bin	\$150.00
8	Standard 4GB Memory Device (Additional)	\$120.00
ExpressVote:		
2	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, and Headphones	\$2,330.00
2	ExpressVote Soft-Sided Case (Additional)	\$40.00
2	ExpressVote Privacy Canopy	\$79.90
1	ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	\$23.75
Services:		
Implementation Services:		
1	Equipment Operations Training	\$1,700.00
1	Election On-Site Support Event	\$4,675.00
6	Installation - DS200	\$690.00
2	Installation - ExpressVote	\$210.00
Shipping & Other:		
6	Shipping - (M100/DS200 Based on Non-Truckload Quantities)	\$1,380.00
2	Shipping - iVotronic/ExpressVote (Based on Non-Truckload Quantities)	\$140.00
Total Rental Solution		\$23,088.65

Footnotes:

1. Pricing reflects Per Election rental rates utilizing rental pool equipment. Rental equipment is subject to availability at time of requested delivery.
2. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
3. Rates valid for 30 days and thereafter may change.
4. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
5. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. A Rental Cancellation Fee of 10% of the Total Rental Solution Fee shall apply in the event the Customer does not provide written notification to ES&S of its intent to cancel an Election at least forty-five (45) days prior to a scheduled Election covered under an Agreement between ES&S and the Customer.



2021 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY. PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.				
ELECTION: City of San Juan Mayor, Place 2 and 3			DATE: May 1, 2021	
6.01	Coding Services for HART	Price	Quantity	Total
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00
B	Ballot Audio Files	\$10.00	12	\$120.00
C	Election Media per Polling Location(s)	\$100.00	4	\$400.00
D	Verity Controller(s)	\$186.00	4	\$744.00
D	Touch Voting Machine(s)	\$186.00	14	\$2,604.00
D	Covid Curbside Touch Voting Machine(s)	\$744.00	0	\$0.00
D	Touch Access Voting Machine(s)	\$210.00	4	\$840.00
D	Covid Curbside Touch Access Voting Machine(s)	\$840.00	0	\$0.00
E	Delivery/ Pick-up Fee (includes Mileage)	\$550.00	1	\$550.00
Total iVotronic Coding Charges				\$5,733.00
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	Voter Registration Database Access (Per Day)	\$100.00	9	\$900.00
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	4	\$600.00
B	Covid Curbside EV/ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$600.00	0	\$0.00
C	Printer Labels (17, 244 per vote)	\$0.03	34,488	\$1,034.64
D	Username/Password - Per Polling Location	\$20.00	4	\$80.00
Total Electronic Poll Book Charges				\$2,614.64
6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	\$0.55	360	\$198.00
	Election Day Combination Forms	\$0.55	360	\$198.00
	Election Judge Kit for Early Voting	\$35.00	2	\$70.00
	Election Judge Kit for Election Day	\$35.00	2	\$70.00
	Verity Access Thermal Code paper (per vote)	\$0.10	17,244	\$1,724.40
	I VOTED stickers (per vote)	\$0.01	17,244	\$172.44
	Polling Location Map(s)	\$17.00	4	\$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	200	\$40.00
	Covid PPE's per location	\$0.00	1	\$0.00
Total Supplies Charges				\$2,540.84
6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	\$0.25	450	\$112.50
	Paper Ballots for Mail-in-Ballots and Provisionals	\$0.40	550	\$220.00
	Mail-in-Ballots Kit(s) per request	\$2.00	450	\$900.00
	Postage Mail-in-Ballots (per request)	\$0.61	450	\$274.50
	Correspondence Postage	\$0.49	2	\$0.98
Total Mail & Ballot Service Charges				\$1,507.98
6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	\$1,800.00	1	\$1,800.00
	Local newspaper		0	\$0.00
Total Advertisement/Notice Charges				\$1,800.00
6.07	Payroll for Training and Election Poll Workers	Price	Total	
	Payroll for Early Voting Employees	\$17,164.00	\$8,582.00	
	Payroll for Election Day Employees	\$2,630.00	\$1,315.00	
Total Payroll Charges				\$9,897.00
	Payroll for Staff Overtime	Price	Total	
	Payroll for Early Voting and Election Day Staff Employees	\$1,600.35	\$1,600.35	
Total Payroll Charges				\$1,600.35
6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	\$550.00	1	\$550.00
Total Ballot Board Charges				\$550.00
6.10	Insurance	Hourly rate	Hours wk	% Total
	Liability insurance for Early Voting Supervisors (2)	\$ 14.00	199	0.0021 \$5.85
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Early Voting Clerks (12)	\$ 12.00	1194	0.0021 \$30.09
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Election Day Presiding Judges (2)	\$ 14.00	30	0.0021 \$0.89
	(hourly rate X hrs worked X .0021)			
	Liability insurance for Election Day Alternate/Clerks (12)	\$ 12.00	180	0.0021 \$4.54
	(hourly rate X hrs worked X .0021)			
Total Insurance Charges				\$41.37
6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice) (2)	\$180.00	1	\$180.00
Total Cell Phone Charges				\$180.00
6.12	Subtotal			\$26,465.18
	Administrative Fees (10%)			\$2,646.52
	ESTIMATED GRAND TOTAL			\$29,111.69



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Commissioners: Jesus “Jesse” Ramirez
Ernesto “Neto” Guajardo
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ES&S & Hidalgo County Comparison for Election Services

Service	ES&S	Hidalgo County
Tabulation Hardware/Coding Services	\$23,088.65	\$5,733.00
Electronic Poll Book (ES&S purchase @ \$1400)	\$4,200.00	\$2,614.64
Supplies	\$3,800.00	\$2,540.84
Mail & Ballot Services	\$1,200.00	\$1,507.98
Advertisement	\$1,000.00	\$1,800.00
Payroll	\$6,448.00	\$9,897.00
Payroll for Staff	\$0.00	\$1,600.35
Payroll for Ballot Board	\$500.00	\$550.00
Insurance	\$0.00	\$41.37
Food Expense	\$850.00	\$0.00
Cellphones	\$0.00	\$180.00
Administrative Fee	\$0.00	\$2,616.52
Total	\$41,086.65	\$29,111.69

EARLY VOTING

<u>DAY AND DATE</u>		<u>HOURS</u>
Monday April 19, 2021	-	7:00 a.m. to 7:00 p.m.
Tuesday April 20, 2021	-	8:00 a.m. to 6:00 p.m.
Wednesday April 21, 2021	-	8:00 a.m. to 6:00 p.m.
Thursday April 22, 2021	-	8:00 a.m. to 6:00 p.m.
Friday April 23, 2021	-	8:00 a.m. to 6:00 p.m.
Saturday April 24, 2021	-	8:00 a.m. to 6:00 p.m.
Monday April 26, 2021	-	8:00 a.m. to 6:00 p.m.
Tuesday April 27, 2021	-	7:00 a.m. to 7:00 p.m.

<u>ELECTION DAY AND DATE</u>		<u>HOURS</u>
Saturday May 1, 2021	-	7:00 a.m. to 7:00 p.m.

PAYROLL CALCULATIONS

2 Judges Early Voting- \$14.00 each X 84 hours= \$1,176.00 each (Total \$2,352.00)
 2 Early Voting Clerks- \$12.00 each X 84 hours= \$1,008.00 each (Total \$2,016.00)
 4 Judges Election Day- \$14.00 each X 12 hours= \$168.00 each (Total \$672.00)
 4 Election Day Clerks- \$12.00 each X 12 hours= \$144.00 each (Total \$576.00)
 Training 4 Clerks/ 4 Judges- 8 hours @ \$14 each= \$384 clerks/ \$448 judges (Total \$832.00)

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 1, 2021

Consider Appointment of Election Judges and Setting Maximum Number of Election Clerks for the Upcoming City's Special Municipal Election for Place One (1), Two (2) and Three (3) to be Held on May 1, 2021.

STAFF COMMENTS AND RECOMMENDATIONS:

For the upcoming May 1, 2021 General Election for Place One (1), Two (2) and Three (3). Two (2) Presiding Judges and Two (2) Alternate Judges must be Appointed for Election Day. Also one (1) Presiding Judge and one (1) Alternate Judge must be appointed to the Early Voting Ballot Board of which can also serve for Election Day. The Presiding Judges or Alternate Judges will select their own Voting Clerks.

RECOMMENDATION:

Consider appointment of Election Judges and Alternate Judges for the Upcoming City's General Election May 1, 2021.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

SAMPLE

ORDER OF APPOINTMENT FOR ELECTION JUDGES AND ALTERNATES

The Commissioners Court of _____ County do hereby appoint the following election judges and alternate judges for a one year term to begin August 1, _____ or for one election to be held on _____.

Precinct	Election Judge	Alternate Judge
----------	----------------	-----------------

It is hereby directed that this order be filed with the clerk of this court and that a copy be given to the custodian of the election records for said county. The County Clerk/Elections Administrator is hereby instructed to send notice of appointment to each election judge of their appointment for a one year term beginning August 1, _____ or a single election as stated above in accordance with Tex. Elec. Code Ann. § 32.009.

County Judge

Commissioner, Pct. 1

Commissioner, Pct. 2

Commissioner, Pct. 3

Commissioner, Pct. 4

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 1, 2021

Discussion and Possible Action Regarding Hidalgo County Election Department Request of Polling Locations for the May 1, 2021 Cities/School Election.

STAFF COMMENTS AND RECOMMENDATIONS:

The Hidalgo County Elections Department is requesting the use of the San Juan Memorial Library and the San Juan Fire Station #2 for the May 1, 2021. In the past the City of San Juan has approved the use of the facilities.

RECOMMENDATION:

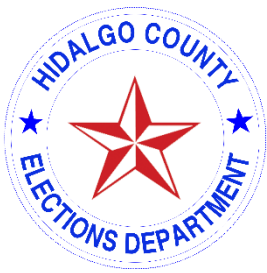
Approved as Recommended by City Commission.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



**May 1, 2021 Cities and Schools Election
Early Voting and/or Election Day
Polling Location Request Form**

Facility Requested: San Juan Memorial Library - 1010 S. Standard Ave. San Juan, TX		
Designated Voting Area	<u>Early Voting</u>	<u>Election Day</u>

Contact Information			
Contact #1	Name:	Title:	
Phone #:		Email:	
Contact #2	Name:	Title:	
Phone #:		Email:	
Contact #3	Name:	Title:	
Phone #:		Email:	

Please check ALL that apply	YES	NO
Is the Hidalgo County Elections Department authorized to use this facility?		
Will the following be provided:	YES	NO
• Tables and Chairs		
• Facility restrooms (stocked with hand soap, paper towels, and toilet paper)		
• Water fountains		
• Breakroom, if available		
• Parking for Election Judge and Clerks		
Has the staff of the building been informed of the usage for this upcoming election?		

I represent that I have the Authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

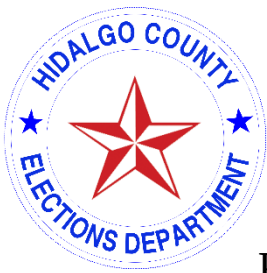
Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956) 393-2039 **ATTN: ELECTIONS SURVEYOR**

eberto.gauna@co.hidalgo.tx.us



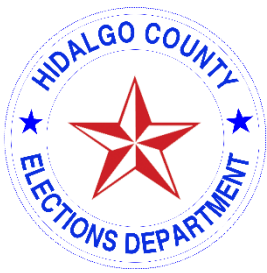
May 1, 2021 Cities and Schools Election Polling Location Safety Questionnaire

Polling Location Safety and Emergency Management

Contact Information	
Building Coordinator/Manager/Director	Name:
Phone Number:	Email:
Will contact if structural changes are needed for Accessibility.	
Director of Maintenance or Facilities	Name:
Phone Number:	Email:
May contact if structural changes are needed for Accessibility.	
Contact #1 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	
Contact #2 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	

Safety Information			
Law Enforcement Department	Entity:		
Contact #1:	Contact #2:		
Law enforcement that responds to this location.			
Security Present at Location (Check one please)			YES ☐ NO ☐
Schedule:	Entity:		
Fire Department	Entity:		
Fire Department that responds to this location.			
Fire Extinguisher Present			YES ☐ NO ☐

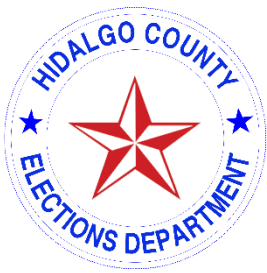
Requested Documents		
Fire Exit Map available for Voting Area (Check one please)		YES ☐ NO ☐
Additional Emergency Procedures (Check one please)		YES ☐ NO ☐
Please attach ALL documents if available		
Schools please submit ALL Emergency Procedures Available.		



May 1, 2021 Cities and Schools Election Polling Location Safety Questionnaire COVID-19

COVID-19 Supplemental Information and PPE Disposal & Facility Management	YES	NO
1. Will the designated voting area be cleared out for poll worker setup?		
2. Will you be providing trash cans and trash bags at the polling location?		
3. Can your facilities management visit twice daily to dispose of trash?		
a. If NO , how many times can they visit?		

COVID-19 Facility Protocols (For Hidalgo County Elections Department Staff)	YES	NO
1. Is there check in process required for Cage drop-off or pick-up? Please		
2. Is there a designated entry for us to use?		
3. Can you provide a list of procedures to better prepare for the delivery of supplies? If applicable.		
If there is additional information to provide, please list below or attach to return.		



**May 1, 2021 Cities and Schools Election
Early Voting and/or Election Day
Polling Location Request Form**

Facility Requested: San Juan Fire Station #2 - 2301 N. Raul Longoria Rd. San Juan, TX		
Designated Voting Area	<u>Early Voting</u>	<u>Election Day</u>

Contact Information			
Contact #1	Name:	Title:	
Phone #:		Email:	
Contact #2	Name:	Title:	
Phone #:		Email:	
Contact #3	Name:	Title:	
Phone #:		Email:	

Please check ALL that apply	YES	NO
Is the Hidalgo County Elections Department authorized to use this facility?		
Will the following be provided:	YES	NO
• Tables and Chairs		
• Facility restrooms (stocked with hand soap, paper towels, and toilet paper)		
• Water fountains		
• Breakroom, if available		
• Parking for Election Judge and Clerks		
Has the staff of the building been informed of the usage for this upcoming election?		

I represent that I have the Authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

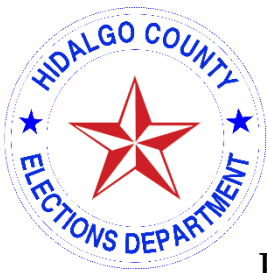
Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956) 393-2039 **ATTN: ELECTIONS SURVEYOR**

eberto.gauna@co.hidalgo.tx.us



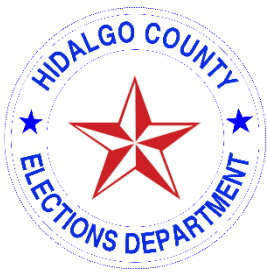
May 1, 2021 Cities and Schools Election Polling Location Safety Questionnaire

Polling Location Safety and Emergency Management

Contact Information	
Building Coordinator/Manager/Director	Name:
Phone Number:	Email:
Will contact if structural changes are needed for Accessibility.	
Director of Maintenance or Facilities	Name:
Phone Number:	Email:
May contact if structural changes are needed for Accessibility.	
Contact #1 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	
Contact #2 (Key Holder)	Name:
Phone Number:	Email:
May contact to gain access to the building if locked.	

Safety Information			
Law Enforcement Department	Entity:		
Contact #1:	Contact #2:		
Law enforcement that responds to this location.			
Security Present at Location (Check one please)			YES ☐ NO ☐
Schedule:	Entity:		
Fire Department	Entity:		
Fire Department that responds to this location.			
Fire Extinguisher Present			YES ☐ NO ☐

Requested Documents		
Fire Exit Map available for Voting Area (Check one please)		YES ☐ NO ☐
Additional Emergency Procedures (Check one please)		YES ☐ NO ☐
Please attach ALL documents if available		
Schools please submit ALL Emergency Procedures Available.		



May 1, 2021 Cities and Schools Election Polling Location Safety Questionnaire COVID-19

COVID-19 Supplemental Information and PPE Disposal & Facility Management	YES	NO
1. Will the designated voting area be cleared out for poll worker setup?		
2. Will you be providing trash cans and trash bags at the polling location?		
3. Can your facilities management visit twice daily to dispose of trash?		
a. If NO , how many times can they visit?		

COVID-19 Facility Protocols (For Hidalgo County Elections Department Staff)	YES	NO
1. Is there check in process required for Cage drop-off or pick-up? Please		
2. Is there a designated entry for us to use?		
3. Can you provide a list of procedures to better prepare for the delivery of supplies? If applicable.		
If there is additional information to provide, please list below or attach to return.		

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
MARCH 1, 2021

Consider Approval of Resolution Acknowledging the Findings and Approving Proposed Contingent Fee Legal Services Contract with O'Hanlon, Demerath & Castillo PC and Raizner Slania, LLP, Requesting for Expedited Review and Authorizing the Mayor to Execute All Documents Related Thereto.

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Approval of Resolution Acknowledging the Findings and Approving Proposed Contingent Fee Legal Services Contract with O'Hanlon, Demerath & Castillo PC and Raizner Slania, LLP, Requesting for Expedited Review and Authorizing the Mayor to Execute All Documents Related Thereto.

RECOMMENDATION:

Approve as Recommended by City Commission.

PREPARED BY:

Diana Cavazos, City
Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

THE CITY OF SAN JUAN
RESOLUTION APPROVING THE CONTINGENT FEE LEGAL SERVICES CONTRACT
WITH
O'HANLON, DEMERATH & CASTILLO and RAIZNER SLANIA LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the approval of the Contingent Fee Legal Services Agreement ("Agreement") with O'Hanlon, Demerath & Castillo and RAIZNER SLANIA LLP is approved and the Mayor of the City Commission of the City of San Juan is authorized to execute this Agreement, a draft of which is attached hereto and made a part hereof as Exhibit "A".

After exercising its due diligence, the City of San Juan ("City") Commission finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of City of San Juan because the City does not currently employ attorneys who have specialized knowledge and experience regarding property insurance coverage analysis and legal remedies under Texas law on a contingent fee basis. In addition, the City does not have the funds necessary to pay the estimated amounts necessary for competent and experienced attorneys and staff. The City also does not have the funds required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to perform the needed legal services fully and properly. The City also does not have the funds required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter.
4. The legal services cannot be reasonably obtained from attorneys charging hourly fees because a contract to pay attorneys on an hourly basis would represent an additional and significant cost to the City of San Juan. Furthermore, the City would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The City does not have the financial resources necessary to pay for these additional and significant expenses necessitated by the specialized insurance recovery matter.
5. O'Hanlon, Demerath & Castillo and Raizner Slania LLP are well qualified and competent to perform the legal services required to comply with the terms of this Agreement.
6. O'Hanlon, Demerath & Castillo, PC, is a Texas law firm with offices in Austin, San Antonio, Pharr specializing in representing governmental entities in all legal

aspects, including construction defects and insurance recovery, and is fully qualified to represent the City of San Juan in this matter. O'Hanlon, Demerath & Castillo, PC regularly represents public school districts and other governmental entities, as well as commercial and private property owners, in matters of this type. Kevin T. O'Hanlon founded O'Hanlon, Demerath & Castillo, PC in 2000 and has practiced law for over forty-three years. As founder and partner of O'Hanlon, Demerath & Castillo, PC, Mr. O'Hanlon is Board Certified in Civil Appellate Law and in Civil Trial Law by the Texas Board of Legal Specialization. Justin B. Demerath is the managing partner of the firm's contingent fee litigation department focusing on first party insurance and other contingent fee litigation. Firm partner, Benjamin Castillo is a native of Mercedes, Texas and the current leader of the Firm's Rio Grande Valley Office. Collectively, the firm's attorneys have decades of experience handling construction and insurance matters, beginning with pre-litigation analysis and advice, insurance coverage, and continuing through mediation and litigation or arbitration, and ending with final appellate resolution as may be necessary. O'Hanlon, Demerath & Castillo, PC possesses the competence, specialized experience, technology, resources and infrastructure to represent the City of San Juan in this matter.

7. Raizner Slania LLP is a Texas based law firm specializing in representing institutional and commercial policyholders in first party insurance litigation and is fully qualified to represent The City of San Juan in this matter. Raizner Slania regularly represents commercial policyholders in litigation and arbitration involving all types of real estate structures, including schools, hospitals, special event facilities, office and industrial buildings and other construction. Jeff Raizner began his career at a Texas based global law firm representing the firm's energy, infrastructure, aviation, marine and professional services policyholder clients in disputed commercial insurance claims. He founded Raizner Slania in 2015, and a predecessor firm in 2002. He currently represents policyholders in over \$750 million in insured losses, and the firm has decades of experience handling insurance recovery matters, beginning with claim damage evaluation, pre-litigation negotiations, legal analysis, discovery, motion practice, mediation, litigation, arbitration and appeals. Mr. Raizner and his partners and colleagues collectively possess decades of experience handling high value commercial insurance litigation and arbitration, and the firm possesses the competence, specialized experience, and resources to represent The City of San Juan in this matter.
8. The approval of this Agreement with O'Hanlon, Demerath & Castillo and Raizner Slania is the result of an arm's length transaction between the City and O'Hanlon, Demerath & Castillo and Raizner Slania and is fair and reasonable. The relationship between the City of San Juan or the City's Commission and the law firms being retained is not improper and would not appear improper to a reasonable person.

9. Additionally, time is of the essence in the provision of these legal services. Damages and the necessary repairs to the City's buildings are currently preventing the use of many of those facilities and the operation of the City. The vast majority of these damages remain unpaid by the insurance company. Further, San Juan requires legal counsel and related expert consultant services to further the documentation of damages prior to conducting repairs necessary to appropriately re-occupy the damaged facilities and fully open the San Juan facilities and operations.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of San Juan, Texas, at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this _____ day of March, 2021.

CITY OF SAN JUAN, TEXAS

By: _____
Mario Garza, Mayor

ATTEST:

By: _____
Diana Cavazos, City Secretary

PROFESSIONAL SERVICES AGREEMENT

The Parties to this Agreement ("Agreement") are The City of San Juan ("CLIENT") and O'HANLON, DEMERATH & CASTILLO, PC, and RAZNER SLANIA, LLP ("ATTORNEYS").

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 CLIENT has found a substantial need to employ ATTORNEYS to provide professional legal services in connection with litigation and/or arbitration, and to pursue all remedies available to the CLIENT regarding property damage to CLIENT'S property caused by Hurricane Hanna and any related proceedings involving CLIENT and their insurance carriers, agents and other parties referred to as (collectively, "Defendants") whether by litigation or arbitration (the matter referred to as "the Representation").

1.02 CLIENT has found a substantial need for the legal services on a contingent fee basis which cannot be adequately performed by CLIENT'S attorneys or the attorneys of a governmental entity, and, because of the nature of the matter for which legal services will be obtained, they cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.

1.03 Subject to the supervision, direction, and control of the CLIENT, ATTORNEYS will prosecute a civil case on behalf of CLIENT against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case, ATTORNEYS shall seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the Defendants' actions and any other applicable common law or statutory causes of action, including but not limited to all relevant laws of the State of Texas ("the Representation").

1.04 CLIENT has determined pursuant to Education Code §44.031 that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence.

1.05 The term of this Agreement shall end after the conclusion of the Representation, unless either party extends or terminates this Agreement in accordance with its provisions.

1.06 ATTORNEYS shall prosecute the action on behalf of CLIENT against Defendants and seek necessary and appropriate temporary and permanent injunctive relief, damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state, federal statutory and/or common law in connection with the activities of Defendants. The primary attorneys handling this

representation are: Ben Castillo, Justin B. Demerath and Jeff Raizner. ATTORNEYS shall furnish the services for the Representation. ATTORNEYS agree to perform necessary legal work with reference to the Representation and will work specifically with the CLIENT or his/her designee. ATTORNEYS will work under the supervision, direction, and control of the CLIENT or his/her designee.

1.07 To enable ATTORNEYS to provide effective representation, CLIENT agrees to do the following: (1) disclose to ATTORNEYS, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material or that ATTORNEYS may request, (2) keep ATTORNEYS apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise, cooperate fully with ATTORNEYS.

1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement.

1.09 The person or entity that ATTORNEYS represent is CLIENT, and ATTORNEYS' attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to the Representation, ATTORNEYS will make full disclosure of the possible effects of such Representation on the professional judgment of each individual associated with ATTORNEYS working on the Representation. In the event a potential conflict occurs during the course of the Representation, ATTORNEYS will make full written disclosure of such to the CLIENT.

1.10 It is understood and agreed that ATTORNEYS' engagement described herein is limited to the Representation unless otherwise stated in another agreement.

1.11 Any expressions on ATTORNEYS' part concerning the outcome of the Representation, or any other legal matters, are based on ATTORNEYS' professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by ATTORNEYS' knowledge of the facts and are based on ATTORNEYS' views of the state of the law at the time they are expressed. ATTORNEYS have made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

II. Compensation and Other Matters

2.01 For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay ATTORNEYS as follows:

2.02 Any fee payable to ATTORNEYS will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT. This Agreement shall not confer upon ATTORNEYS any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

2.03. In the event of a recovery against the Defendant(s) resulting from the Representation, the CLIENT agrees to pay ATTORNEYS the lesser of 35% of the total recovery or four times ATTORNEYS' base fee computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code more fully discussed below.

2.04 The contingent fee set forth in this section will be subject to the limitations set forth in this Agreement pursuant to Subchapter C, Chapter 2254 of the Texas Government Code.

2.05 The amount recovered for purposes of the contingent fee computation in paragraphs 2.03 and 2.04 is the amount CLIENT receives before reimbursable expenses are deducted.

2.06 This Contract is not for mixed hourly and contingent fee services. The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by ATTORNEYS, the expected risk of no recovery, and the expected long delay in recovery, a reasonable multiplier for the base fee in this matter is four. ATTORNEYS' reasonable hourly rate for the work performed under the Agreement, based on the reasonable and customary rate in Hidalgo County for this type of litigation and on the relevant experience, demonstrated ability, and standard hourly billing rate for these attorneys, paralegals, and law clerks for this type of work, is:

Kevin O'Hanlon, Senior Counsel:	\$1000/hour
Ben Castillo, Senior Counsel:	\$950/hour
Justin B. Demerath, Senior Counsel:	\$950/hour
Jeff Raizner, Senior Counsel:	\$1000/hour
Andrew Slania, Senior Counsel:	\$950/hour
All other Senior Counsel:	\$950/hour
David Campbell, Senior Associate:	\$750/hour
Ben Wickert, Senior Associate	\$750/hour
All other Associates:	\$500/hour
All Paralegals:	\$250/hour

These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal or law clerk. The base fee is computed by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not employed by ATTORNEYS or a partner, shareholder, or employee of ATTORNEYS. There are no differences in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed.

2.07 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Subchapter C, Chapter 2254 of the Texas Government Code's requirements, without regard to the expected or actual amount of recovery under this Agreement.

2.08 Payment of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited by the requirements set forth in Subchapter C, Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.

2.09 ATTORNEYS assume responsibility for the Representation. If there is a recovery, then upon recovery, the CLIENT will instruct ATTORNEYS as to how to transfer the recovered funds in writing.

2.10 CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to ATTORNEYS. Client will not be liable for reimbursable expenses in the event that CLIENT settles the case for no penalty and makes no recovery of expenses or attorney's fees. CLIENT will assign any award of attorney's fees to ATTORNEYS, who shall have the obligation to collect them from the Defendants. ATTORNEYS will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. Attorneys will reimburse CLIENT for any litigation expenses incurred prior to the effective date of this agreement by CLIENT in connection with the Representation. CLIENT will not be required to advance any litigation expenses under this Agreement.

2.11 The fee to be paid under this Agreement shall come exclusively out of any recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any way resulting from the Representation and CLIENT shall be liable to ATTORNEYS for no more than the fee and reimbursable expenses as described below. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligation that CLIENT may incur arising out of this Agreement.

2.12 It is expressly understood that the fee described above shall be the sole source of compensation to ATTORNEYS for overhead costs and expenses (with the exception of the reimbursable expenses listed below) and includes, but is not limited to, all costs for clerical work, including overtime, computer time, meals, clerical filing, and proofreading. ATTORNEYS agree that they are neither authorized to seek reimbursement nor is CLIENT obligated to pay for mileage within Hidalgo County, parking fees, local facsimile (fax) transmissions, use of law library, or other costs or expenses (similar or dissimilar) except for those for which reimbursement is specifically provided for in this Agreement, if any. Expert witness fees, mediation fees, expenses associated with depositions and hearings or trial (such as costs of the transcript, and court reporter or videographer fees), travel outside Hidalgo County, research and investigation related fees and expenses, finance expenses, Westlaw expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the reimbursable expenses ("the Reimbursable Expenses"). ATTORNEYS shall advance all the Reimbursable Expenses.

Reimbursable Expenses shall be recovered by ATTORNEYS out of the CLIENT'S portion of any settlement or judgment that arises out of the Representation.

2.13 ATTORNEYS have been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless ATTORNEYS are actually engaged after the completion of the Representation to provide additional advice on such issues, ATTORNEYS have no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the obligations set out in this Agreement.

2.14 At the conclusion of the Representation, ATTORNEYS will return to CLIENT any documents that ATTORNEYS are specifically requested to return. As to any documents so returned, ATTORNEYS may elect to keep a copy of the documents in ATTORNEYS' stored files, but shall not be obligated to do so. CLIENT owns all final work product generated from the Representation.

2.15 Any notice required or permitted to be given by the CLIENT to ATTORNEYS hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Justin B. Demerath
O'HANLON, DEMERATH & CASTILLO, PC
808 West Avenue
Austin, Texas 78701
jdemerath@808west.com

Any notice required or permitted to be given by ATTORNEYS to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Mario Garza
Mayor
709 South Nebraska
San Juan, Texas 78589
Facsimile: 956-787-5978
Email: mgarza@sjtx.us

With a copy to:

Benjamin Arjona
City Manager
709 South Nebraska
San Juan, Texas 78589

Facsimile: 956-787-5978

Email: barjona@sjtx.us

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

2.16 ATTORNEYS affirmatively consent to the disclosure of email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX GOVT CODE ANN. §552.137, *et sequitur*, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by ATTORNEYS and agents acting on ATTORNEYS' behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

2.17 It is expressly understood that ATTORNEYS have no authority to settle or otherwise compromise the position of CLIENT or any of its officers. CLIENT retains all authority to settle the case.

2.18 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.

2.19 If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, then such provision will be modified to reflect the parties' intention and to make the provision enforceable. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or voidable. In the event that one or more provisions of this Agreement is held unenforceable, all remaining provisions of this Agreement that have not been determined by a court as being unenforceable, void, or voidable, shall remain in full force and effect.

III. Required Recitals

3.01 This Agreement is effective only after review and approval by the Office of the Attorney General for the State of Texas. No legal services will be or have been performed under this contract unless and until the contract is approved pursuant to Tex. Gov't Code § 2254(b)-(c).

3.02 ATTORNEYS must and shall keep complete written time and expense records that describe in detail the time and money spent each day in performing the contract (this Agreement) as required by Section 2254.104(a) Texas Government Code.

3.03 ATTORNEYS shall permit CLIENT or CLIENT'S attorney or CLIENT'S governing body or other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, at any time on request, as required by Section 2254. 104(b) Texas Government Code. ATTORNEYS shall provide CLIENT interim statements that describe the job-to-date time and expense records of ATTORNEYS, plus the expenses that are subject to reimbursement.

3.04 Upon conclusion of any matter for which ATTORNEYS were retained, ATTORNEYS shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows ATTORNEYS' computation of the amount of the contingent fee, and contains the final complete time and expense records required by Section 2254.104(c) Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

3.05 All time and expense records required by Section 3.02 are public information subject to required disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect the CLIENT'S strategy or position in pending or reasonably anticipated litigation. If any information is withheld from public disclosure in accordance with this subsection, CLIENT shall segregate said information from information that is subject to required public disclosure.

3.06 Once approved under Section 2254.1036 Texas Government Code, this contract is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requestor under Section 552.103 or any other exception from required disclosure.

3.07 The amount recovered for purposes of the contingent fee computation is the amount obtained before expenses are deducted.

3.08 Any subcontracted legal or support services performed by a person who is not ATTORNEYS or a partner, shareholder, or employee of ATTORNEYS is an expense subject to reimbursement only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.

3.09 ATTORNEYS, pursuant to Tex. Gov't Code § 2254.1032, agree to indemnify and hold harmless the political subdivision from claims and liabilities resulting from negligent acts or omissions of O'Hanlon, Demerath & Castillo, PC and/or Raizner Slania, LLP or any of their employees or agents as allowed under Tex. Gov't Code § 2254.1034.

3.10. No Fee payment or expense reimbursement to ATTORNEYS shall occur until the provisions of Tex. Gov't Code § 2254.108 are met. Prior to the payment of fees or expenses, at a public meeting, the political subdivision must review the appropriate documents, determine whether the expenses were reasonable, proper, necessary, actually incurred on behalf of the political subdivision, and paid for by ATTORNEYS and verify that the hours of work on which the fee computation is based were actually worked in performing reasonable and necessary services for the political subdivision under this contract.

3.11. Pursuant to Section 81.079 of the Texas Government Code, we provide the following notification and information to CLIENT: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although no every complaint against or

dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

AGREED:

CLIENT:

CITY OF SAN JUAN, TEXAS

Mario Garza, Mayor

Date: _____

Attested By:

Diana Cavazos, City of Secretary

ATTORNEYS:

O'HANLON, DEMERATH & CASTILLO, PC

Benjamin Castillo, Senior Counsel

Date: _____

RAIZNER SLANIA, LLP

Jeff Raizner, Senior Counsel

Date: _____

APPROVED BY:

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS:

Attorney General or his designee

Date: _____

ATTACHMENT A

Rate Schedule for Named and Unnamed Persons in the Agreement

Rate Schedule for O'Hanlon, Demerath & Castillo, PC and/or Raizner Slania, LLP

Kevin O'Hanlon, Senior Counsel:	\$1000/hour
Ben Castillo, Senior Counsel:	\$950/hour
Justin B. Demerath, Senior Counsel:	\$950/hour
Jeff Raizner, Senior Counsel:	\$1000/hour
Andrew Slania, Senior Counsel:	\$950/hour
All other Senior Counsel:	\$950/hour
David Campbell, Senior Associate:	\$750/hour
Ben Wickert, Senior Associate	\$750/hour
All other Associates:	\$500/hour
All Paralegals:	\$250/hour

NOTICE OF A PUBLIC MEETING & NOTICE OF PROPOSED CONTRACT FOR LEGAL SERVICES

Notice is hereby given that a meeting of the San Juan City Council will be held on March 01, 2021, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firms of O'Hanlon, Demerath & Castillo, PC and Raizner Slania LLP as special counsel to perform all legal services necessary to recover damages, court costs, and penalties as provided in the Texas Insurance Code, the Texas Civil Practice and Remedies Code, and other Texas statutory and common law for breaches of contract, tort claims (including negligence, misrepresentations, and/or fraud), violations of the Texas Insurance Code, and common law bad faith on a contingency fee basis.

The purpose of the agreement to pursue recovery of insured but unpaid property damages and losses sustained by the City of San Juan as a result of the Hurricane Hanna (2020) storm event. By way of this agreement, the City of San Juan seeks to recover damages, court costs, penalties, and other relief under Texas statutory and common law.

O'Hanlon, Demerath & Castillo, PC, is a Texas law firm with offices in Austin, San Antonio, Pharr specializing in representing school districts in all legal aspects, including construction defects and insurance recovery, and is fully qualified to represent the City of San Juan in this matter. O'Hanlon, Demerath & Castillo, PC regularly represents public school districts and other governmental entities, as well as commercial and private property owners, in matters of this type. Kevin T. O'Hanlon founded O'Hanlon, Demerath & Castillo, PC in 2000 and has practiced law for over forty-three years. As founder and partner of O'Hanlon, Demerath & Castillo, PC, Mr. O'Hanlon is Board Certified in Civil Appellate Law and in Civil Trial Law by the Texas Board of Legal Specialization. Justin B. Demerath is the managing partner of the firm's contingent fee litigation department focusing on first party insurance and other contingent fee litigation. Firm partner, Benjamin Castillo is a native of Mercedes, Texas and the current leader of the Firm's Rio Grande Valley Office. Collectively, the firm's attorneys have decades of experience handling construction and insurance matters, beginning with pre-litigation analysis and advice, insurance coverage, and continuing through mediation and litigation or arbitration, and ending with final appellate resolution as may be necessary. O'Hanlon, Demerath & Castillo, PC possesses the competence, specialized experience, technology, resources and infrastructure to represent the City of San Juan in this matter.

Raizner Slania LLP is a Texas based law firm specializing in representing institutional and commercial policyholders in first party insurance litigation, and is fully qualified to represent San Juan in this matter. Raizner Slania regularly represents commercial policyholders in litigation and arbitration involving all types of real estate structures, including schools, hospitals, special event facilities, office and industrial buildings and other construction. Jeff Raizner began his career at a Texas based global law firm representing the firm's energy, infrastructure, aviation, marine and professional services policyholder clients in disputed commercial insurance claims. He founded Raizner Slania in 2015, and a predecessor firm in 2002. He currently represents policyholders in over \$750 million in insured losses, and the firm has decades of experience handling insurance recovery matters, beginning with claim damage evaluation, pre-litigation negotiations, legal analysis, discovery, motion practice, mediation, litigation, arbitration and appeals. Mr. Raizner and

his partners and colleagues collectively possess decades of experience handling high value commercial insurance litigation and arbitration, and the firm possesses the competence, specialized experience and resources to represent the City of San Juan in this matter.

Neither O'Hanlon, Demerath & Castillo, PC nor Raizner Slania, LLP have previously represented the City of San Juan on a contingency fee arrangement. Raizner Slania has not previously represented the City of San Juan in any capacity. Both O'Hanlon, Demerath & Castillo, PC and Raizner Slania, LLP have, and continue to represent, claimants with competence and professionalism for recovery of damages provided for under Texas statutory and common law.

The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of the City of San Juan because the City does not currently employ attorneys who have specialized knowledge and experience regarding property insurance coverage analysis and legal remedies under Texas law on a contingent fee basis. In addition, the City does not have budgeted the financial resources necessary to compensate competent and experienced attorneys and staff regarding property insurance law as City employees. The City also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The City also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter.

The legal services cannot be reasonably obtained from attorneys charging hourly fees because a contract to pay attorneys on an hourly basis would represent an additional and significant cost to the City of San Juan. Furthermore, the City would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The City does not have the financial resources necessary to pay for these additional and significant expenses necessitated by the specialized insurance recovery matter.

O'Hanlon, Demerath & Castillo, PC and Raizner Slania, LLP will be compensated on a contingent fee basis. Entering into the proposed agreement is in the best interests of the residents of the City of San Juan, Hidalgo County, Texas. The City has sustained significant damages to property fully insured with taxpayer monies and for which there exists a potential recovery from those insuring the damages. O'Hanlon, Demerath & Castillo, PC and Raizner Slania, LLP possess the specialized skills, knowledge, experience, financial, and technological resources needed to competently and fully pursue maximum potential recovery of the City's damages. Furthermore, the proposed agreement enables the City to pursue its legal remedies without diverting essential monies and resources from the ongoing needs and operations of its students, staff, and community at large. In addition, the proposed agreement shifts the financial risk and burden of litigation costs and expenses to O'Hanlon, Demerath & Castillo, PC and Raizner Slania, LLP, with the City owing no such monies to the law firms unless and until it recovers monies. Moreover, Texas statutory and common law provide for penalty damages and for recovery of court costs, and for recovery of attorneys' fees for certain of the City's claims, including for breaches of contract and violations of the Texas Insurance Code.

Additionally, time is of the essence in the provision of these legal services. Damages and the necessary repairs to the City of San Juan buildings is currently preventing the use of many of those facilities and the operation of the City. The vast majority of these damages remain unpaid by the insurance company. Further, the City of San Juan requires legal counsel and related expert consultant services to further the documentation of damages prior to conducting repairs necessary to appropriately re-occupy the damaged facilities and fully open the City of San Juan facilities and operations.

Posted on February 26, 2021
@ 12:00 pm.
Diana H. Canales