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WEBB COUNTY, TEXAS

WINSTEAD

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May 4, 2023

Webb County, Texas
Attn: Nathan Bratton, General Counsel
1110 Washington Street, Suite 301
Laredo, Texas 78040

Re: Engagement of Winstead PC and J. Cruz & Associates, LLC (together, the "Team") by Webb County, Texas ("You" or "you")

Dear Mr. Bratton:

Thank you for engaging the Team to represent you regarding a public-private partnership for the development of an international bridge in the County (the "Matter"). We appreciate this opportunity.

This letter and the attached Standard Terms of Engagement for Legal Services ("Standard Terms of Engagement") (collectively, the "Engagement Letter") form the agreement under which the Team will represent you; provided, that in the event of a conflict between the terms of this letter and the Standard Terms of Engagement, the terms of this letter shall control.

Please be aware that we may not commence work on your behalf until this letter has been signed and returned to us, so please respond promptly.

Specifically, the following terms and provisions apply to this engagement:

1. As explained in the attached Standard Terms of Engagement, you agree to pay the Team's invoices (which will be sent to you on a regular basis, generally every month) for legal services and expenses within 30 days of receipt of invoice. All legal fees will be charged on an hourly basis. The Team will send one consolidated invoice to Webb County, Attention: Mr. Adelaido Uribe, Chief Budget Officer for the work performed by members of their respective firms. The rates for the respective team members are on Exhibit A. Our rates are adjusted periodically, however, typically on an annual basis, to reflect current levels of experience, changes in overhead costs, and other factors. The law firms reserve the right to adjust the rates periodically, on no more than an annual basis, to reflect current levels of experience, changes in overhead costs, and other factors. No such increases will be made without at least sixty days written notice. The broad scope of the engagement will require various levels of expertise in various legal disciplines from within the Team. However, the Team will endeavor to limit the amount of multiple billings for group meetings and the like from the respective firms throughout the engagement. Specifically, the Team agrees to limit total charges for attendance at meetings to no more than two attorneys (the highest

rate for each) irrespective of the total number of attorneys participating for both firms unless otherwise approved by the County's General Counsel in writing.

2. We have agreed to waive the requirement of a retainer at this time for security of the payment of the Team's invoices. However, we reserve the right to still request a retainer hereafter, including if the scope of our engagement should expand.

3. The scope of the Team's engagement is limited to the Matter. Therefore, by way of example and not limitation, the Team is not responsible for securities or tax filings; corporate minutes; sub-chapter S elections; tax planning or structuring; intellectual property matters; environmental matters; matters before the state or federal government; litigation advice; real estate matters; corporate matters; banking and credit matters; labor and employment matters. However, should you desire to enlarge the scope of this engagement, we welcome the opportunity to discuss possible additional representation with you. Any written (including e-mail) request from you that we perform additional work on your behalf will, upon our written response to you confirming that we will undertake such work, be deemed to amend this Engagement Letter and expand the scope of the Matter accordingly, with no further action required on the part of any party hereto (unless otherwise requested by the Team).

4. The person or party whom we represent in the Matter is limited to the person or party specifically identified above and does not include any affiliates or other persons or parties.

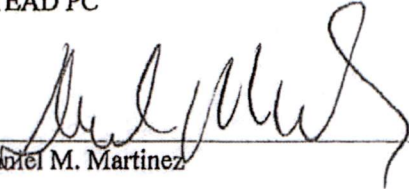
5. Unless previously terminated, our representation of you with respect to the above-agreed upon scope of representation will terminate upon our sending the last invoice for services rendered in the Matter. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. We may retain our own files, including lawyer work product pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement. Unless you then engage us to provide additional service on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments, and the fact that we might inform you from time to time of developments in the law that might be of interest to you, by newsletter or otherwise, will not re-establish a lawyer/client relationship that has been so terminated.

6. You should be aware that we customarily communicate with our clients by letter, telephone (including digital, analog, satellite or other portable telephones), fax and e-mail (including wireless e-mail). All of these modes of communication are susceptible of being intercepted. Such interception, even though unauthorized and, perhaps, illegal, could potentially result in the loss (under certain circumstances) of the attorney/client privilege. By executing this Engagement Letter, you will be deemed to have acknowledged your awareness of that risk and to have consented to our use of such means of communication unless you otherwise instruct us in writing.

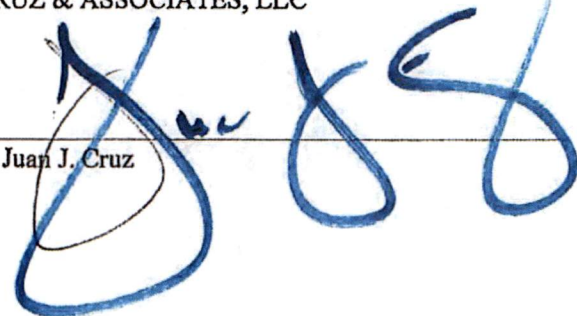
Again, thank you for allowing the Team to be of service to you. If you approve this Engagement Letter, please sign it and return the original signed letter to me. Please retain a copy of this letter for your files.

Very truly yours,

WINSTEAD PC

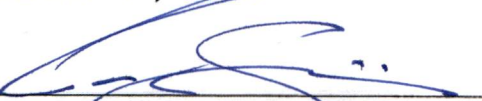
By: 
Daniel M. Martinez

J. CRUZ & ASSOCIATES, LLC

By: 
Juan J. Cruz


AGREED TO AND ACCEPTED:

WEBB COUNTY, TEXAS

By: 
Tano E. Tijerina, County Judge

Dated: 05/22/2023

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk



Schedule of Fees for Winstead Attorneys

Partner Attorneys	\$550 - \$650 per hour
Associate Attorneys	\$350 - \$530 per hour

Schedule of Fees for J. Cruz & Associate, LLC Attorneys

Partner Attorneys	\$350 per hour
Associate Attorneys	\$300 per hour
Paralegals	\$85 per hour

WINSTEAD PC AND J. CRUZ & ASSOCIATES, LLC

Standard Terms of Engagement for Legal Services - General
("Standard Terms of Engagement")

This Standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Scope of Winstead's Representation. The legal services that we will provide are limited to the matters described in the accompanying letter. Unless set forth in the attached letter, our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC), or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC. It is our policy that the person or entity that we represent is the person or entity that is identified in our Engagement Letter and does not include any affiliates of such person or entity, unless specifically referred to in the accompanying letter. It is also our policy that the attorney-client relationship will terminate upon our completion of any services that you have retained us to perform.

Approach to Providing Services. Each client is served by a client relationship attorney (the "Client Relationship Attorney"). The Client Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Client Relationship Attorney. You are free to request a change of Client Relationship Attorney at any time. Subject to the supervisory role of the Client Relationship Attorney, the work or parts of it may be performed by other lawyers and support personnel in the Team. If you are concerned about our performance or the performance of the Client Relationship Attorney, you may call our Chief Executive Officer at 214.745.5400, or our Executive Director at 214.745.5400.

Additional Services We Provide. We frequently offer business services, many at no charge, that provide significant value to our clients and friends. For example, we provide advisories and seminars that offer

timely insights and legislative updates on a variety of issues. Information received through these advisories and seminars is not to be considered as legal advice for any particular legal matter.

Services We Expressly Do Not Provide. Members of our law firm are from time to time serving in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm must discharge those duties without regard to their employment or association with the Team, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Team. Accordingly, you acknowledge and confirm that this engagement of the Team is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

You also understand that, in the course of such public service, these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your business interests. You acknowledge that such events are not conflicts of interest or ethical violations of the Team's duties to you as a client. You further acknowledge that in the course of the Team's engagement by other clients expressly for lobbying any governmental body at the federal, state, county, or municipal level, we could be advocating positions or attempting to achieve outcomes or results for such clients that adversely affect you or your industry (often without our knowledge). You agree that the engagement of the Team for the legal services contemplated herein does not, in and of itself, create a conflict of interest or ethical violation by virtue of our lobbying activities. We further do not undertake or assume any duty to advise you as to what clients or positions we have undertaken in a lobbying role which would be detrimental to you or your industry.

Potential Conflicts. Because we represent many other companies and individuals, it is possible that during the

time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by such client to your material disadvantage.

Advice about Possible Outcomes. We may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Team is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Client Responsibilities. You agree to pay our invoice for services and expenses as explained below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information and documents relevant to our representation.

Fees. We will bill you on a regular basis, normally each month, for fees, disbursements and charges. You agree to make payment net 30 days of receipt of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation.

The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our billing rates are subject to change from time to time. We are often asked to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. If we provide an estimate, it should not be construed as a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated. In undertaking representation of a client on a contingent fee basis, any such contingent fee arrangement must be reflected in a written contingent fee agreement.

If you disagree with the fees or expenses on any invoice, please contact the Client Relationship Attorney or our Executive Director immediately. If you do not report a concern about the fees to us within 60 days after receipt of an invoice, then it will be presumed that the fees were reasonable and the services provided were necessary. We will give you prompt notice if your account becomes delinquent more than 30 days beyond the date of the invoice, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the representation. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Disbursements and Charges. We will charge our clients not only for legal services rendered, but also for other ancillary services provided. Examples include charges for in-house messenger deliveries, postage, and the use of our facsimile, laser printing, and photocopy machines. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. While we are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some instances the amounts charged may exceed the actual costs to the Team. The current charges for some typical additional services are as follows:

Standard Duplication	\$.18/page*
Messenger and Postage	At cost**

*These charges represent our best estimate of our actual direct cost incurred for material, manpower, and equipment usage. Oversized and other unusual duplication may be charged at a higher rate.

**Cost is determined using standard rate scales of the vendors of these products.

We may disburse funds on your behalf for filing fees, overnight deliveries, necessary travel and other miscellaneous items as required to complete the scope of our services. We will bill you at actual cost for these types of expenses. We may also submit bills and invoices to you for payment to vendors directly.

Retainer and Clients' Funds. If the attached letter requires the payment of a retainer, you grant us a security interest in the retainer deposit. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. If our bills are not paid within 30 days of the date of the invoice, we may apply the retainer to those unpaid bills. At the conclusion of our legal representation, the remaining balance will be returned to you. If the retainer deposit proves insufficient to cover current expected fees, expenses and charges, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the engagement letter or subsequent written communication from us.

Retainer deposits which are received to cover specific cost items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at financial institutions in Texas. If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, you may request that the deposit be placed in a segregated interest-bearing account. When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account (which does not earn interest) maintained in accordance with State Bar of Texas rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

Termination of Engagement. You may at any time terminate our services and representation upon written notice to the Team. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to terminate our representation of you at any time by providing advance written notice to you. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of you with respect to the agreed upon scope of representation will terminate upon sending you the last invoice for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. Your papers and property will be returned to you upon receipt of payment for outstanding fees, expenses and charges unless a court orders otherwise. We may retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

Unless you actually engage us after the closing to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments.