



Southwest Texas Junior College
Date: September 9, 2021

SOUTHWEST TEXAS JUNIOR COLLEGE

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To: SWTJC College Board Members,
SWTJC College President, Dr. Hector Gonzales

From: Derek Sandoval,
SWTJC VP Administrative Services

Subject: Process selection of the Dugas Law Firm representing SWTJC with the DR Roofs affirmation.

As approved during the May 2021 College Board meeting, SWTJC is asked by the Dugas Law Firm to affirm its process of selection in representing SWTJC with the Del Rio roofing claims. Below are 6 points in case as to why and how the Dugas Law Firm was selected.

1. The reason for pursuing the matter is due to storm-related damages to SWTJC's property, and the desired outcome is for all covered losses to be paid in full, along with attorneys' fees, by SWTJC's insurance carrier in accordance with SWTJC's insurance contract and state law.
2. The law firm being considered to represent SWTJC specializes in wind and hail claims and has obtained numerous favorable outcomes with large commercial property claims. The lead attorneys are licensed to practice in federal and state courts in Texas, are in good standing with the State Bar of Texas, have each been practicing over 10 (ten) years, have received regular recognition as highly qualified by legal publications and reviews, and are familiar with complex litigation, and first party insurance claims. In sum, the law firm being considered appears to be well-qualified based on demonstrated competence, qualifications, and experience in the requested services.
3. The law firm has no prior relationship with SWTJC or anyone with SWTJC, and first interviewed the selected firm (along with other firms) in April of 2021 based on the firm's reputation and qualifications in representing first party claimants in similar cases. SWTJC engaged in substantial negotiations with the firm to obtain a contract for a fair and reasonable price, and SWTJC believes it has obtained such a contract.
4. The legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision due to the nature of the issue at hand, the time required to pursue this type of claim, and the specialization required to properly handle a storm damage claim. SWTJC does not retain in-house counsel to specialize in first-party insurance storm damage claims.
5. The legal services cannot be reasonably obtained from attorneys in private practice under an hourly fee arrangement because SWTJC does not have the funds to pay the estimated amounts for attorneys' fees and case expenses that would be required.
6. Entering a contingent fee contract for legal services is in the best interest of the residents of the political subdivision because it is the only means for pursuing these claims and hopefully obtaining the necessary funds to repair or replace the damaged property. Moreover, the financial risk to SWJTC is low if SWJTC does not prevail over its claim, as the contract with the law firm only requires SWJTC to pay the law firm its legal fees in the event of a settlement or judgment in SWJTC's favor.