

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

C-10-135-01-11

This letter of Engagement for Legal Services (the "Agreement") is entered into effective as of January 1, 2011 (the "Effective Date"), by and among the County of Hidalgo, State of Texas, (the "County") and The Espinosa Law Firm, L.L.C. ("Attorneys").

WHEREAS, the Hidalgo County Civil Service Commission (the "Commission") has requested that the County, pursuant to Section 158.011, Texas Local Government Code, contract with licensed Texas attorneys to provide legal services to the Commission;

WHEREAS, County, pursuant to the requirements of Texas law, issued a Request for Qualifications No. 2010-135-09 15CGV, entitled "Request for Qualifications for Legal Services";

WHEREAS, the County has determined that the Attorneys meet the qualifications set forth in the Request for Qualifications and the County has no objection to the Attorney's appointment as legal counsel for the Commission.

NOW THEREFORE, the County and the Attorneys agree as follows:

1. Pursuant to Section 158.011, Texas Local Government Code, and subject to the terms of this Agreement, Attorneys are retained as legal counsel for the Commission, and Attorneys accept its appointment as legal counsel for the Commission.

2. The legal fee for legal services performed by the Attorneys for the Commission will be at the rate of \$150.00 per hour, prorated for any portion of an hour based on "tenths of an hour." Subject to Section 4 hereof, Attorneys may charge for any and all time spent on Commission business, including, but not limited to, attendance at Commission meetings, conferences with individual Commission members, conferences with third parties, conferences with County staff, preparation for meetings, research, rule development, and correspondence. Subject to Section 4 hereof, the Attorneys will also be reimbursed for reasonable expenses incurred during the course of Attorney's legal representation of the Commission, including but not limited to, outgoing faxes, postage, copying costs, long distance telephone charges and mileage.

3. The scope of legal representation includes, but is not necessarily limited to, the following:

A. Advice regarding statutes, case law and regulations affecting the Commission and the Commission's responsibilities under Subchapter A, Chapter 158, Texas Local Government Code;

- B. Advice regarding Commission Rules, and development of Commission Rules;
- C. Conferences with Commission members, County staff and third parties as needed;
- D. Attendance at Commission meetings; and
- E. Advice to Commission regarding meetings, hearings and other matters pending before the Commission.

4. The County, without prior authorization, will pay Attorneys for the actual time spent at Commission meetings each month and for up to fifteen (15) additional hours (on a non-cumulative basis) each month for other legal services actually performed or requested by a Commission member and performed by the Attorneys on Commission business during the month. Any request by the Attorneys for payment of legal services in any month in excess of the amount set herein must be accompanied by an executed Legal Services Authorization Request Form signed by the Attorneys, a Commission member and the Hidalgo County Budget Officer or his representative, and shall state the proposed expenditure for such legal services. A copy of the Legal Services Authorization Request Form is attached hereto as Attachment "A".

5. Although the Attorneys do not expect any conflicts to arise during Attorneys' representation of the Commission, Attorneys reserve the right to withdraw from representation of the Commission should any of the following occur:

- A. Nonpayment of fee statement and/or serious past due accounts;
- B. Resistance or refusal by the Commission to provide assistance to Attorneys in the performance of Attorneys' legal representation of the Commission;
- C. In the Attorneys opinion, a conflict of interest arises during the legal representation which is/was not apparent at the outset of the legal representation; or
- D. Any other situation exists which compromises Attorneys' ability to represent the Commission in a legal matter and/or compromises legal and ethical obligation to the State of Bar of Texas in general.

Should any situation arise which would lead Attorneys to reasonably believe that the Attorneys needs to withdraw from legal representation of the Commission on a matter, the Attorneys agrees to discuss the reasons for any withdrawal with the Commission, and take any steps necessary to rectify the situation, if possible, and recommend other legal counsel.

6. Subject to any requirement for "prior authorization" as described in Section 4 hereof, Attorneys may request that other legal counsel assist Attorneys in fulfilling its

legal obligations to the Commission.

7. This Agreement is for a term of two (2) years from the Effective Date with the County's option to renew and extend for one (1) additional year under the rates described in Attachment "B" attached hereto and incorporated herein for all purposes and under all other terms and conditions stated herein.

8. This Agreement may be terminated by County upon fourteen (14) days prior written notice. This Agreement may be terminated by Attorneys upon sixty (60) days prior written notice.

Executed and effective as of the Effective Date.

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

ESPINOSA LAW FIRM, L.L.C.

By: _____
Mercedes S. Espinosa, Partner

Date: _____

APPROVED BY COMMISSIONER'S COURT ON: _____, 2011

APPROVED AS TO FORM:

By: _____
JOSEPHINE RAMIREZ
ASSISTANT CRIMINAL DISTRICT ATTORNEY

ATTACHMENT "A"

**LEGAL SERVICES AUTHORIZATION REQUEST FORM
C-10-135-01-11**

THIS LEGAL SERVICES AUTHORIZATION REQUEST FORM (the "Request") dated _____ is made pursuant to the terms and conditions of a Letter of Engagement for Legal Services ("Agreement") made by and among the COUNTY OF HIDALGO, TEXAS, (the "Client"), and the ESPINOSA LAW FIRM, L.L.C., (the "Attorneys").

Part 1. Scope of Legal Services. The purpose of this Request is:

Part 2. Hour/Cost. The estimated cost and expenses for legal services under this Request is \$_____. The estimated cost and expenses are based upon the hours/costs outlined in Attachment "B" of the Agreement.

Part 3. Payment. Compensation and payment to the Attorneys for the legal services established under this Request shall be made in accordance with the Agreement. If the estimated cost is exceeded, Attorneys will present an additional supplemental Request prior to incurring expenditures in excess of amounts approved in this Request.

Part 4. Period of Service. All legal services associated with this Request shall be performed within the time necessary to complete the legal services requested and authorized through the terms and conditions described in this Request and in the Agreement.

Part 5. Responsibilities and Obligations. This Request does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. Hidalgo County Civil Service Commission Member Authorization:

HIDALGO COUNTY CIVIL SERVICE COMMISSION

Printed Name: _____

Part 7. Acceptance and Acknowledgment. This Request is effective when executed by the Client pursuant to Part 6, and by Attorneys pursuant to this Part 7, together with approval

of the expenditure of funds associated with the Request by the County's Budget Officer in Part
The Espinosa Law Firm, L.L.C.

By: Mercedes Salinas Espinosa, Partner

Part 8: Budgetary Impact: _____.

Approved and appropriated: Yes: _____ No: _____

Valde Guerra, Hidalgo County Budget Officer

OR

Designee

Printed Name of Budget Department Designee

ATTACHMENT "B"

C-10-135-01-11

LEGAL SERVICES RATE STRUCTURE HIDALGO COUNTY CIVIL SERVICE COMMISSION

ESPINOSA LAW FIRM, L.L.C.
3415 W. Alberta Road
Edinburg, Texas 78539
956/686-6490 (Telephone)
956/686-6491 (Fax)

JANUARY 1, 2011- DECEMBER 31, 2012

ATTORNEY, PARTNER.....	\$150.00/hour
ATTORNEY, ASSOCIATE.....	\$125.00/hour
LEGAL ASSISTANT.....	\$50.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....	\$35.00/hour

JANUARY 1, 2013 - DECEMBER 31, 2013
(Additional 1 year term)

ATTORNEY, PARTNER.....	\$165.00/hour
ATTORNEY, ASSOCIATE.....	\$140.00/hour
LEGAL ASSISTANT.....	\$60.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....	\$45.00/hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Safeguard Insurance Agency 3329 N. McColl Rd. McAllen TX 78501		CONTACT NAME: Irmalinda Najar PHONE (A/C, No, Ext): (956) 631-1911 FAX (A/C, No): (956) 631-3911 E-MAIL ADDRESS: inajar@safeguardnow.com PRODUCER CUSTOMER ID#: 00010735	
INSURED Mercedes Salinas Espinosa Pilar Espinosa P. O. Box 720408 McAllen, Texas 78504		INSURER(S) AFFORDING COVERAGE INSURER A: Germania Select Insurance NAIC # 11521 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL10122901801 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll Ded. \$1000	x		4-304-3258791	7/6/2010	7/6/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical \$ 10,000 UM BI/PD \$ 25/50/25	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured is listed below.

CERTIFICATE HOLDER Hidalgo County 100 E. Cano Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Patricia Leal