

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

February _____, 2014

This letter of engagement for Legal Services (the "Agreement") is entered into effective as of _____ 2014 (the "Effective Date"), by and among the County of Hidalgo, Texas (the "County") and 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, the County has determined that the Attorneys have demonstrated competence to perform the services for fair and reasonable fees and the County has no objection to the Attorney's appointment as legal counsel for the Commission.

The terms and conditions of our engagement are as follows:

1. Our fees for legal services are based primarily on the hourly rates for each lawyer and legal assistant at the time the services are rendered. Our current rates for governmental entities are \$165 per hour for lawyers and \$60 per hour for legal assistants. The hourly rate is prorated for any portion of an hour based on "tenths of an hour." Attorneys may charge for 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 or their representatives, preparation for meetings, research, rule development and analysis, and correspondence. The Attorneys will be reimbursed for reasonable expenses incurred during the course of Attorney's legal representation of the Commission, including but not limited to, outgoing and incoming faxes, postage, copying costs, long distance telephone charges and mileage. See the attached fee schedule (Exhibit "A").
2. 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 and powers 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 and preparation for Commission meetings and workshops;
 - e) Advice to Commission regarding meetings, hearings and other matters pending before the Commission;

- f) Other matters relating to the selection of County employees and the procedural and substantive rights, advancement, benefits, and working conditions of County employees;
- g) Other Civil Service Commission business deemed necessary by the Commission, Commissioners Court or County officials.

The County will pay Attorneys for the actual time spent on the scope of legal representation identified herein each month for services actually performed during the month.

2. It is our policy to invoice clients monthly for fees and out-of-pocket expenses. Each lawyer and legal assistant records the time required to perform services, and these time records are the basis for the invoice. These bills will generally describe services performed and the expenses incurred. Because of the detailed nature of our statements, our clients do not usually have any questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

3. We will be entitled to receive compensation from the County for all services rendered and all disbursements made, under the provisions of this agreement, up to the time of expiration or termination.

4. 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, which compromises the 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.

5. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to above, we will cooperate in the transfer of the matter to other counsel of your choice.

6. Subject to any requirement for prior authorization by the County, Attorneys may request that other legal counsel assist Attorneys in fulfilling its legal obligations to the County.

7. This Agreement is for a two (2) year term from the Effective Date with the County's option to renew and extend for two (2) additional one (1) year terms under the same rates and

terms described herein.

8. Upon termination of our services, it is the responsibility of the County to request any documents from our files. We will retain documents for five (5) years and then destroy them in accordance with our record-retention policy then in effect.

Executed and effective as of the Effective Date.

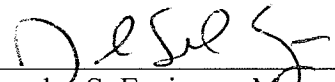
HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

ESPINOSA LAW FIRM, LLC

By: 
Mercedes S. Espinosa, Manager

Date: 2-11-14

EXHIBIT "A"

PROPOSED LEGAL SERVICES RATE STRUCTURE
HIDALGO COUNTY
GOVERNMENT RATE

ESPINOSA LAW FIRM, L.L.C.
4300 N. McColl Road
McAllen, Texas 78504
956/686-6490 (Telephone)
956/686-6491 (Fax)

ATTORNEY, PARTNER.....	\$165.00/hour
ATTORNEY, ASSOCIATE.....	\$145.00/hour
LEGAL ASSISTANT.....	\$60.00/hour
OFFICE STAFF/SPECIAL PROJECTS.....	\$50.00/hour