

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

CAUSE # _____

This Agreement is made by and between _____ (“Attorney”) and County of Hidalgo, Texas (“client”) in connection with legal representation in the above-referenced matter and pursuant to Commissioners’ Court action on _____.

1. Scope of Services. The Attorney will provide legal services as requested by County and accepted by Attorney on a case-by-case and matter-by-matter assignment. Attorney shall provide those legal services reasonably required to represent Client, and shall keep Client informed of the progress of the case or matter. In order to enable attorney to render effective legal services, County shall provide all facts and keep Attorney informed of all developments relating to the matter. Attorney must rely on the accuracy and completeness of the facts and information provided by County.
2. Fees. Fees for legal services are based on the amount of time each lawyer or paralegal spends working on the County’s behalf multiplied by their respective hourly rate. Hourly rates vary among professionals depending on experience, level of expertise and market conditions. Hourly rates are reviewed annually and will be adjusted only with the County’s written consent. The fee structure accepted for this matter shall be stated in the attached Exhibit “A”. Lead counsel and all attorneys and legal staff working on the assigned matter shall be identified in the attached fee structure.
3. Expenses. By engaging services from Attorney, County authorizes third-party contracting necessary for representation on County’s behalf and such costs shall be reimbursed for actual costs incurred as per schedule of costs attached as Exhibit “A”, although this list may not be all inclusive. **The Attorney will seek approval from County for any individual expenses that are expected to exceed the sum of \$500.00.** Attorney shall also obtain County’s consent before retaining an outside investigator, consultant or expert witness.
4. Billing. The County shall be billed monthly for fees, costs and expenses incurred (detailed in the attached Exhibit “A”) and will reimburse firm for actual expenses incurred in connection with litigation. The County shall also pay for the time the Attorney spends traveling, (when necessary). Hourly and/or timed billing shall be submitted in increments of one-tenth (1/10th) of an hour. No block billing shall be accepted. Each billing entry shall separately itemize the activity or task performed and the amount of corresponding time. All billing invoices are subject to review by the County Auditor as provided for under the Texas Local Government Code. Payment of billing invoices requires approval by the Hidalgo County Commissioners Court.

5. Termination. This agreement will terminate once the case or matter assigned is completely resolved/dismitted, or in the event the County chooses to terminate the agreement in advance of completion, resolution or final dismissal of the matter, then upon written notice of termination.
6. Client approval necessary for settlement. Attorney is authorized to engage in settlement negotiations if and when appropriate in their professional judgment. No settlement of any nature shall be made for any of the claims or causes of action of Client without the complete approval of Client. Upon Client approval, Attorneys shall have full authority to sign papers or documents regarding settlement. This provision is subject to the terms and conditions of the policy of insurance that indemnifies client for the claims in the above cause.
7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter (i.e. the representation of the County in the above identified legal matter) and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between the parties herein.
8. Amendment. This Agreement may be amended only by written amendment with approval of the Hidalgo County Commissioner’s Court and their duly authorized agent or representative.
9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas which law shall govern any actions arising hereunder. Any dispute arising hereunder shall be brought before a court of competent jurisdiction in Hidalgo County, Texas.

AGREED:

LAW FIRM:

County of Hidalgo, Texas:

By: _____

Valde Guerra, Executive Officer
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 Office
(956) 292-7034 Fax

Address: _____

Phone: _____ Fax: _____

valde.guerra@co.hidalgo.tx.us

Email info. _____

monica.badillo@co.hidalgo.tx.us

Date: _____

Exhibit "A"
SCHEDULE OF COSTS:

In connection with Legal Representation on CAUSE # _____

Attorney Fees:	Hourly Rate:
Attorney	_____
Legal Assistant	_____
Other: _____	_____

Legal Fees/Court Costs:	
Filing Fees	Actual costs
Mediation Fees	Actual costs
Internet Search Fees (I-Docket)	_____

Travel Expenses:

Mileage Rate (IRS guidelines recommended)
Air Travel (most economical travel recommended)
Hotel (most economical recommended – not to exceed \$120.00 per day)
Meals (to be reimbursed only if traveling out of town - not to exceed \$39.00 per day)

Office Expenses:

Faxes _____ per page
Copies _____ per page
Binding _____
Telephone (Long Distance only)

Postage and express mail:

US Mail – Actual Costs
Express Mail – Actual Costs

Other:

Itemized receipts must be provided for each expense.

Send billing to: Valde Guerra
Attn: Monica Badillo
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539