

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

C-17-223-01-30

This letter of engagement for Legal Services (The "Agreement") is entered into effective as of March 04, 2018 (the "Effective Date"), by and among the **County of Hidalgo, Texas** (the "County") and **Espinosa Law Firm, P.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 \$175.00 per hour for lawyers and \$70.00 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 member; conferences with third parties; conferences with County staff and/or their representatives; preparation for meetings; research; rule development; and correspondence. The current rate for litigation matters for governmental entities is \$225.00 per hour for lawyers and \$75.00 per hour for paralegals and legal assistants. Litigation matters, including but not limited to, court appearances, mediations, arbitrations, court preparation, research, correspondence, depositions, trials, etc.

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) Prepare and attend workshops of the Commission;
- g) Other matters relating to the selection of County employees and the procedural and substantive rights, advancement, benefits, and working conditions of County employees;
- h) Other Civil Service Commission business deemed necessary by the Commission, Commissioners Court or County officials; and
- i) Litigation matters that arise pertaining to the Commission and related litigation services.

The County will pay Attorneys for the actual time spent on the scope of legal representation identified herein in paragraph 1 each month in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

- 3. It is our policy to invoice clients monthly for fees and out-of-pocket expenses. Each lawyer, paralegal, 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.
- 4. 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.
- 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, 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.
- 6. 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.
- 7. Subject to any requirement for prior authorization by the county, Attorneys may request that other legal counsels assist Attorneys in fulfilling its legal obligations to the County.

8. 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.
9. 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.
10. This agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party.
11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Attorneys in their capacity as counsel for the Civil Service Commission, and that Attorneys are an independent contractor under this Contract.
13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 100 East Cano, 2 nd Floor Edinburg, Texas 78539
If to Attorneys:	Espinosa Law Firm, P.L.L.C. 4300 N. McColl Rd. McAllen, Texas 78504
14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the

Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.
19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.
21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.
22. **Appendix II to CFR 200-Contract Provisions:** Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

Executed and effective as of the Effective Date.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

ESPINOSA LAW FIRM, PLLC

By: _____
Mercedes S. Espinosa
Managing Member