

Espinosa Law Firm, P.L.L.C.

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McAllen, Texas 78504

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C-22-0117-04-05

March 29, 2022

Hidalgo County Civil Service Commission
Attn: Mr. Valde Guerra
Hidalgo County Executive Office
505 S. McColl Rd., 2nd floor
Edinburg, Texas 78539

Dear Mr. Guerra:

I am writing to confirm the terms of engagement to retain Espinosa Law Firm, PLLC to serve as legal counsel for the Hidalgo County Civil Service Commission (the "Commission") with legal services.

Our attorney fees range from \$195 per hour for regular services and \$250 per hour for litigation services. Other fees are listed on the attached fee schedule. These reduced rates are specific for legal services provided to governmental entities. Expenses are billed at cost and/or rates that are customary in the Rio Grande Valley. Expenses may include, but are not limited to, copies, postage, facsimiles, mileage, etc. (see fee schedule).

Pursuant to Texas Local Government Code Section 158.001, the Commission desires to have Hidalgo County contract with a licensed Texas attorney to provide legal services to the Commission. The proposed hourly rates are prorated for any portion of an hour based on "tenths of an hour" which is customary in the legal field.

Attorneys and firm staff will bill the Commission on hourly rates presented at the time the services are rendered and will be prorated for any portion of an hour as described herein.

We anticipate billing for services such as, but not limited to: attendance at and preparation for Commission meetings; conference with individual commissioners and County staff as needed; attend and prepare workshops as needed, writing opinions, provide advice regarding statutes, case law and regulations pertaining to the Commission and their responsibilities and powers in accordance with Texas Local Government Code Section 158; researching matters pertaining to the Commission; conferences with third parties; and rule development and correspondence. Litigation services shall include, but are not limited to, preparation and filing of motions, orders and other required court documents; attending court hearings and trials, negotiating with others; preparing witnesses; conferring with outside sources, conducting and/or attending depositions, mediations or other dispute resolution meetings.

Our billing statements for services will contain a detailed description of all services performed, and an itemization of expenses. Bills are issued monthly and are due and payable within 21 days of receipt. If a month has not experienced significant work this work may carry over to the next billing cycle.

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 termination. Although the Attorneys do not expect any conflicts to arise during our representation of the Commission, Attorneys reserve the right to withdraw from representation of the Commission or from a particular matter, should any of the following occur:

1. Nonpayment of fees and or serious past due accounts;
2. Resistance or refusal by the Commission to aid Attorneys in the performing their services or a gross disregard to the Attorneys' advise as to make the law firm vulnerable to malpractice and or ethical violations;
3. Any other situation, which compromises the Attorneys' abilities to represent the Commission and/or compromises the firm's legal and ethical duties to the State Bar of Texas;
4. Subject to any requirement for prior authorization by the County, Attorneys may request that other attorneys assist Espinosa Law Firm, PLLC in fulfilling its legal obligations to the County. If such a need arises, the County will be informed in writing and the additional attorneys shall be subject to a County conflict's check.
5. Circumstances may arise that would require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards for situations (such as conflict of interest with a specific County employee or upon request for services which we consider to be unethical or illegal). In such circumstances, as well as in the instances referred to above, we will cooperate fully in the transfer of the matter to other counsel of your choice.

This agreement may be terminated by either party upon thirty (30) days' written notice to the non-terminating party. Upon termination of the law firm services by either party, 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.

Effective Date: _____2022.

ACCEPTED AND AGREED TO on _____ 2022.

Espinosa Law Firm, P.L.L.C.

Mercedes Salinas Espinosa

By: Mercedes Salinas Espinosa
4300 N. McColl Road
McAllen, Texas 78504
mercedeslawoffice@gmail.com

By: Hidalgo County, Texas

Signature

Title: _____

Address: _____

Phone Number: _____

E-mail: _____

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 05, 2022.

Agenda Item No. 85319

Executive Office: _____

VENDOR:

Espinosa Law Firm

COUNTY:

COUNTY OF HIDALGO

Hon. Mercedes Espinosa

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Victor Garza, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)

LEGAL SERVICES RATE STRUCTURE
HIDALGO COUNTY CIVIL SERVICE COMMISSION
GOVERNMENT RATE

ESPINOSA LAW FIRM, PLLC
4300 N. MCCOLL ROAD
MCALLEN, TX 78504
(956) 686-6490

ATTORNEYS/REGULAR RATE.....	\$195/HOUR
ATTORNEYS/LITIGATION RATE.....	\$250/HOUR
PARALEGALS.....	\$100/HOUR
OFFICE ASSISTANTS.....	\$65/HOUR
COPIES.....	30 CENTS/ PER PAGE
MILEAGE.....	COUNTY RATE
FACSIMILES.....	\$1.00/PAGE
SUPPLIES.....	REIMBURSED AT COST
POSTAGE.....	REIMBURSED AT COST