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James R. Hobson
(202) 370-5305
james.hobson@bbklaw.com

April 2, 2014

Honorable Ramon Garcia
County of Hidalgo
100 E. Cano
Edinburg, TX 78539

Re: Engagement of Legal Services

Honorable Judge Garcia:

We are pleased to submit to you a proposed agreement for the Law Firm of Best Best & Krieger L.L.P to serve as legal counsel for County of Hidalgo (hereinafter referred to as "County") in connection with reconfiguration of the County's 800 MHz public safety radio system as ordered by the Federal Communication Commission (hereinafter referred to as "FCC").

Basic Services

County engages the Law Firm to advise the County in connection with reconfiguration of the County's 800 MHz public safety radio system as ordered by the FCC, including, but not limited to: If necessary, filing extensions for additional time to complete any and all FCC and or Transition Authority (hereinafter referred to as "TA") deadlines; Facilitating biweekly updates to the TA regarding reconfiguration planning phase; Facilitating Cost Estimates to be submitted, and ensuring they meet FCC and TA requirements; Negotiating with Sprint/Nextel the reasonable estimated costs for reconfiguration; Facilitating request for payment to be submitted to Sprint/Nextel associated with the reconfiguration planning phase.

1. The Law Firm will provide the County with copies of all legal memoranda prepared as a result of this engagement, and if the engagement is for litigation, the Law Firm will provide copies of all relevant pleadings and timely status reports to the County Attorney; to the extent you require his assistance.
2. Notwithstanding the foregoing, since this is a professional service involving the attorney-client relationship, this service may be terminated (1) at any time by mutual consent of the parties or (2) by either party, in its discretion, effective on 30 days written notice to the other. If such should transpire, the Law Firm will ensure that it will co-operate in the termination of the service without prejudice to the County and County shall be responsible for payment of bills incurred up to date of termination.



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3. All bills, status reports and communications relating to this service shall be submitted by the Law Firm to the Hidalgo County Emergency Management Coordinator.
4. All notices or other communication between parties shall be sent to :

Oscar Montoya
Hidalgo County
Emergency Management Coordinator
302 W. University
Edinburg, TX 78539

James R. Hobson
Best Best & Krieger LLP
2000 Pennsylvania Avenue N.W., Suite 4300
Washington, DC 20006-1812

Compensation

The attorneys in charge of this representation will be James R. Hobson and Gerard L. Lederer, whose hourly attorney standard rates for services -- which shall be reimbursed by Sprint/Nextel as provided -- are \$515 per hour. Work performed at the direction of the County that is outside of the scope of work that is required to be reimbursed by Nextel will be at the firm's discounted municipal rate of \$315 per hour. Such work would not be performed without written County permission.

Law Firm's fees for legal services in connection with reconfiguration of the County's 800 MHz public safety radio system ordered by the FCC will be based on the time we spend on the engagement. Statements for services will include itemized detail. As encouraged by the FCC orders, we will bill Sprint/Nextel directly at our standard rates. It is anticipated that most of the work on this project will be performed by James Hobson and Gerard Lavery Lederer at the hourly rates reflected in the paragraph above. In the course of the negotiations with Sprint/Nextel, the Law Firm shall record in the eventual agreement that we expect payment from Sprint Nextel. Law Firm would have no recourse to County for payment unless County asks for services which are (1) agreed in advance and in writing to be outside the scope of reconfiguration planning and implementation for which the FCC has made Sprint/Nextel responsible; or (2) disputed between the County and Nextel as to Nextel's responsibility for payment and the County agrees to County payment in settlement of the dispute. All such additional work shall be subject to the billing practices outlined in this Letter of Engagement.



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Additional Services

Law Firm attorneys are representing other clients with essentially identical interests in this matter. When work is performed for the benefit of two or more clients in this matter, the fees and charges will be appropriately allocated.

We understand that the parties potentially adverse to the County's interests are Sprint Nextel and possibly the Transition Administrator appointed by the FCC. Please inform us immediately if you become aware of any additional adverse parties.

The scope of representation by the firm's lawyers under this retainer is limited to matters as to which we are permitted to represent you by law, regulations or custom.

The term of this agreement shall be for one year from the date of its approval by the County, but shall automatically extend for successive one year terms unless the County gives Law Firm notice of termination during the last month of any term. Additionally, the County may at any time after the first year from the date of approval terminate this agreement by giving Law Firm 30 days written notice of termination.

No provisions of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). 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 pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

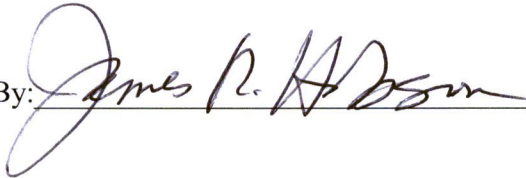
BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Honorable Ramon Garcia
April 2, 2014
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If this proposed agreement for service of Best Best & Krieger LLP as Legal Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

BEST BEST & KRIEGER L.L.P.

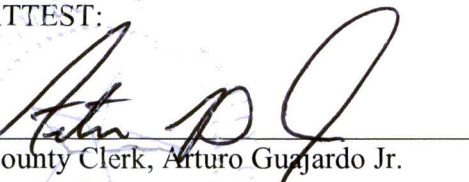
By: 

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

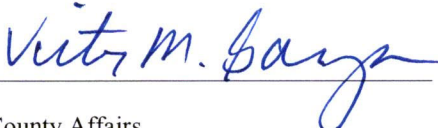

County Judge, Ramon Garcia

ATTEST:


County Clerk, Arturo Guajardo Jr.

APPROVED BY COMMISSIONERS COURT:

On this the 15 day of April 2014.

APPROVE AS TO FORM: 
By: Victor M. Garza
Assistant District Attorney – County Affairs
09959.00000\8698399.2

- A. AI-44010** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, 262.024 (a) (4): a professional service;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Acceptance and Approval to enter into contract through (a letter of engagement) with the Law Firm of Best Best & Krieger LLP, to assist Hidalgo County as legal counsel in connection with the reconfiguration of Hidalgo County's 800 MHz Safety Radio System as ordered by the US Federal Communication Commission (FCC) with review and approval as to form by Asst. DA, Hon. Victor Garza.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Attachments:

FCC Info-Engagement Letter

Legal Approval

List of Entities

- B. AI-44074** 1. Discussion and consideration to rescind action taken by HCCC on 04-02-14 on Agenda Item 20.A.1-AI-43662 with roster of 10 grading members, plus Exec. Ofc. & Purchasing Agent as non-graders attached herein; and, if approved;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. Action to re-designate/appoint a committee to evaluate/grade and score the proposals received by Hidalgo County on 03-19-14 for RFP No. 2014-061-03-19-YZV "Financial Advisory Services", as detailed in procurement packet.

Mr. Valde Guerra stated those whom need to be apart of the committee are the Governing Body (Commissioners' Court Appointees) and one member from the User Department (Budget Office).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.,

PDF Return

SPECIAL MEETING - April 15, 2014

BE IT REMEMBERED, that on this 15th day of April A.D., 2014, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 15, 2014
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4.