

# **Bond Case Briefs**

*Municipal Finance Law Since 1971*

---

## **PUBLIC CONTRACTS - TEXAS**

### **Edminster, Hinshaw, Russ and Associates, Incorporated v. Downe Township**

**United States Court of Appeals, Fifth Circuit - March 19, 2020 - F.3d - 2020 WL 1291637**

Engineering firm brought action against township to recover fees it claimed it was owed under professional services agreement.

The United States District Court entered summary judgment in firm's favor, and township appealed.

The Court of Appeals held that choice-of-law provision in parties' agreement had no effect in determining township's liability.

Texas choice-of-law provision in professional services agreement between Texas engineering firm and New Jersey township's mayor had no effect in determining township's liability for fees under agreement, where mayor had no authority under New Jersey law to bind township unless township's governing body passed resolution awarding contract, and township's governing body never approved agreement.