

RESOLUTION NO. 07-194

**A RESOLUTION PERTAINING TO GERMER GERTZ,
L.L.P. ACTING AS THE LEGAL COUNSEL FOR THE
CITY OF PORT ARTHUR SECTION 4A ECONOMIC
DEVELOPMENT CORPORATION**

WHEREAS, pursuant to Resolution No. 05-117, the City Council approved the retention by the Economic Development Corporation of Germer Gertz; and

WHEREAS, the original written agreement with Germer Gertz was for the time period of April 2005 to April 2006, and has expired; and

WHEREAS, pursuant to Resolution No's. 07-075 and 07-063, the City Council approved the continued retention of Germer Gertz on an interim basis; and

WHEREAS, the Board of Directors of the EDC has recommended a new one year agreement with Germer Gertz; and

WHEREAS, the City Council removed from the March 20, 2007 agenda P.R. No. 14047 as to the legal services agreement, which would give the EDC additional time to review the scope of the legal services being provided, the costs thereof, and the staffing needs of the EDC; and

WHEREAS, the CEO of the EDC has indicated that the EDC Board of Directors has not authorized him to review alternatives, which could possibly reduce the amount of legal matters being requested to being reviewed, assist the coordination as to legal matters, the

timely completion of documents, and the overall cost of legal services; and

WHEREAS, Germer Gertz has submitted a new legal services agreement as denoted in Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Council does not approve the agreement with Germer Gertz, as delineated in the attached Exhibit "A". The City of Port Arthur Section 4A Economic Development Corporation is only authorized to continue to utilize Germer Gertz until the 1st day of June, 2007. The City Attorney and the EDC CEO will meet and make recommendations as to the provision of alternative legal services to the EDC.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 24th day of April, A.D., 2007, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor _____,

Councilmembers Lewis, Barker, Henderson,
Beard, Williamson & Sinegal.

NOES: Mayor Pro Tem Prince

Rose D. Arty
MAYOR

ATTEST:

Evangelina Green
CITY SECRETARY

APPROVED AS TO FORM:

Paul Scholten
CITY ATTORNEY

EXHIBIT “A”

**CONTRACT FOR RETENTION OF
GUY N. GOODSON AND GERMER GERTZ, L.L.P.
AS LEGAL COUNSEL FOR THE
PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION**

This contract provides the terms for the retention of Guy N. Goodson and the law firm of Germer Gertz, L.L.P. ("GG") as legal counsel for the EDC in regard to the providing of professional legal representation for the period beginning _____, 2007 through _____, 2008.

SCOPE OF SERVICES: GG would provide legal representation to the Board of Directors of the EDC and collaborate with its Chief Executive Officer and staff and coordinate matters as directed with the City Manager together with City of Port Arthur legal staff. GG will perform the following duties as directed by the EDC acting by and through its Board of Directors or as directed for authorization through the Chief Executive Officer of the EDC as the duly authorized staff liaison with GG:

1. Drafting and/or reviewing contracts, leases, and other agreements concerning the form and content of these documents and otherwise advising the Chief Executive Officer and his staff in relation to contractual and economic incentive agreements.
2. Reviewing procurement documentation and procedures.
3. Advising as to employment and personnel matters.
4. Advising as to all local and state legislation affecting the EDC's operations.
5. Advising and representing the EDC as to legal proceedings, administrative hearings, and to protect the EDC's interest regarding matters of litigation.
6. Working in conjunction with other EDC consultants.
7. Advising and representing the EDC, as authorized, concerning any and all legal matters affecting the EDC's operations, including being available to the Chief Executive Officer and his staff on a daily basis.

It is understood that the above listing of anticipated legal representation is simply an outline of those undertakings that are anticipated and does not represent an exhaustive enumeration of all legal services that might be required. Further, GG understands that any authorization to undertake legal services would be done only after appropriate authorization.

As directed by the Board of Directors, the undersigned legal counsel will attend EDC meetings.

FEES: For and in consideration of serving as legal counsel for the EDC, GG shall charge a fee based upon the actual time spent in conjunction with the matters described above. The hourly rate of the attorneys of GG who will work on this file is as follows:

Guy N. Goodson	\$150.00 per hour
Other Senior Attys.	\$150.00 - \$200.00 per hour
Senior Associates	\$100.00 - \$140.00 per hour
Associates	\$ 80.00 - \$100.00 per hour

Also, the undersigned would attempt at every avenue to have legal services performed in the most cost efficient manner consistent with proper disposal of legal matters taken on behalf of the EDC. Therefore, if work can be handled by an associate or a legal assistant on a more time and cost effective basis, the undersigned would make such recommendation with the approval of the Chief Executive Officer.

EXPENSES: GG will incur expenses in handling legal representation for the EDC, with any such expenses being those for which GG actually advances funds. "Actual expenses" include, but are not limited to, copying expenses, telephone charges, messenger fees, mail and telefacsimile charges, filing fees, printing charges, travel expenses and other expenses necessary to the proper representation of the EDC in a diligent manner. Expenses may be billed directly by GG to the provider of services, in which event, the provider would bill directly the EDC and the EDC should then make direct payment to the provider of such services.

BILLING: GG will provide monthly statements to the EDC which provide an itemized statement of legal service charges and expenses. Time shall be recorded for conferences with the EDC, its duly authorized officers, directors and employees; legal research; factual investigations; preparation of correspondence, agreements documents and instruments as directed; reviewing regulatory requirements that might be necessary in order to handle the economic initiatives in which the EDC might become involved; reading and analyzing correspondence and legal documents; travel to and from meetings and proceedings involving this matter; telephone conversations with representatives of the EDC and others in connection with this matter.

MISCELLANEOUS: GG further acknowledges and agrees that the EDC may undertake the use of other attorneys for legal representation as may be determined in the best interest of the Board of Directors.

Pursuant to the request of the Board of Directors, this engagement letter is presented for the engagement by the EDC of Guy N. Goodson and Germer Gertz, L.L.P. for a period of _____, 2007, through _____, 2008. The undersigned acknowledges that notwithstanding the term of this engagement, that the EDC or the undersigned can terminate this engagement upon the receipt of thirty (30) days prior written notice of termination. Upon the expiration of this agreement and in the event that the EDC has not secured other legal services, this agreement shall continue on a thirty (30) day by

thirty (30) day basis until a written notice of termination, from either EDC or the undersigned, received thirty (30) days prior has been received.

If the preceding terms for the engagement of Guy N. Goodson and Germer Gertz, L.L.P. as legal counsel for the EDC meets with your approval, please execute this contract and return at your earliest convenience.

Guy N. Goodson

APPROVED by _____ on behalf of the Port Arthur
Economic Development Corporation on the _____ day of _____, 2007.

Port Arthur Economic Development Corporation

Print Name: _____