

RESOLUTION NO. 07-467

A RESOLUTION AUTHORIZING A CONTRACT WITH  
GERMER GERTZ FOR LEGAL SERVICES AS THE PRIMARY  
ATTORNEY FOR THE CITY OF PORT ARTHUR SECTION  
4A ECONOMIC DEVELOPMENT CORPORATION

**WHEREAS**, the EDC Board of Directors, at their September 5, 2007 Meeting and on September 19, 2007 Meeting, elected to retain the law firm of Germer Gertz as their primary attorney for the City of Port Arthur Section 4A Economic Development Corporation, with the major material documents being signed by Guy Goodson; and

**WHEREAS**, at the September 19, 2007 meeting, the EDC Board of Directors approved an Agreement with Germer Gertz for the usage of Guy Goodson as their attorney at \$200 per hour; and

**WHEREAS**, at the October 4, 2007 Meeting, the EDC Board of Directors also approved the usage of Gary Coker, a partner in the law firm of Germer Gertz as a backup attorney for usage in providing legal services to the City of Port Arthur Section 4A Economic Development Corporation; and

**WHEREAS**, the Agreement provides that the usage of any other attorneys at Germer Gertz will require the approval of the EDC Board of Directors and the City; and

**WHEREAS**, it is now deemed in the best interests of the citizens for the City to approve the contract for legal services for the City of Port Arthur Section 4A Economic Development

Corporation with the law firm of Germer Gertz, attached hereto as Exhibit "A, with the exception as to the use of Gary Coker.

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 contract for legal services for the City of Port Arthur Section 4A Economic Development Corporation with the law firm of Germer Gertz, is herein approved in substantially the same form as attached hereto as Exhibit "A" for the Fiscal Year 2007/2008, with the contract term of October 9, 2007 through September 30, 2008, with the exception as to the use of Gary Coker.

Section 3. That Guy Goodson shall act as the EDC attorney and he shall, unless it is an emergency, attend the EDC meetings. If he is not available, the City Attorney's office shall act as backup.

Section 4. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 9th day of Oct., A.D., 2007, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Prince  
Councilmembers Mayor Pro Tem Smigal

Chatman, Jones, Henderson, Hood  
and Williamson).

NOES: None

Telvin Prince  
MAYOR

ATTEST:

Evangeline Green  
CITY SECRETARY

APPROVED AS TO FORM:

Paul Sokol  
CITY ATTORNEY

APPROVED FOR ADMINISTRATION:

[Signature]  
CITY MANAGER

# **EXHIBIT "A"**

**CONTRACT FOR RETENTION OF  
GUY N. GOODSON AND GARY COKER OF 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 Gary Coker of 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 primary 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 Attorney of Port Arthur. GG will perform the following duties as directed by the EDC acting by and through its Board of Directors and through its Chief Executive Officer as the duly authorized staff liaison with GG:

1. Provide preliminary and final verification that incentive applications are eligible to receive 4A funds through the EDC.
2. Draft or review incentive agreements, contracts, collateral security agreements or other documents and advise the Chief Executive Officer, his staff and the Board relative to Board-approved economic incentive agreements.
3. Assist, as directed, in closing Board-approved economic incentive agreements, and approve and execute, as appropriate, all economic incentive agreements and EDC contracts, collateral security agreements or other documents.
4. Assist, as directed, with EDC Chief Executive Officer and staff on economic incentive agreement modifications and document amendments.
5. Assist, as directed, in any legal action or legal proceedings relative to economic incentive agreements.

Attend, as requested by the EDC Board or the EDC Chief Executive Officer, Board meetings as to any of the foregoing services, and to meet, as directed, with economic incentive applicants or their legal counsel and/or consultants.

GG recognizes that certain legal services of the EDC may be directed to and handled by the offices of the City Attorney for the City of Port Arthur.

**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	\$200.00 per hour
Gary Coker	\$200.00 per hour

**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:** Prior to the use of any attorneys at Germer Gertz other than Guy N. Goodson or Gary Coker for services under this engagement with the EDC, GG will obtain the approval of the Board of Directors and the City. 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 Gary Coker of Germer Gertz, L.L.P. for a period of \_\_\_\_\_, 2007, through \_\_\_\_\_, 2008. The undersigned acknowledges that notwithstanding the term of this engagement, this engagement is subject to the Port Arthur City Charter as to professional service agreements and further can be terminated upon the receipt of thirty (30) days prior written notice. Upon the expiration of this engagement and in the event that the EDC has not secured other legal services, services may continue on a thirty (30) day by thirty (30) day basis until a written notice of termination, from either EDC or the undersigned has been received.

If the preceding terms for the engagement of legal counsel for the EDC meets with your approval, please execute this contract and return at your earliest convenience.

**GERMER GERTZ, L.L.P.**

By: \_\_\_\_\_  
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: \_\_\_\_\_