

RESOLUTION NO. 09-460

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. 08-409 the City Council approved the retention by the Economic Development Corporation of Germer Gertz; and

WHEREAS, the written agreement with Germer Gertz was for the time period of October 1, 2008 through September 30, 2009; and

WHEREAS, the written agreement approved the continuation of the legal services of Germer Gertz on a thirty (30) day by thirty (30) day basis until the EDC has secured legal services; and

WHEREAS, it is deemed prudent to continue the legal services of Germer Gertz until October 31, 2010; 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 of Port Arthur Section 4A Economic Development Corporation is herein authorized to utilize

Germer Gertz as their legal counsel and the President and Secretary of the Corporation are authorized to sign the agreement in substantially the same form as denoted in Exhibit "A" for a period from November 1, 2009, through October 31, 2010, with Guy Goodson as the lead attorney and who will only have a backup who is an experienced partner.

Section 3. That this Resolution is contingent upon approval by the EDC Board of Directors at their October 8, 2009 Board Meeting.

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 6<sup>th</sup> day of October, A.D., 2009, 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 Segler;

Chalman, Hood, Beard, Williamson;

Wise & Henderson;

NOES: None

Delvin Prince  
MAYOR

ATTEST:

[Signature]  
CITY SECRETARY (on behalf of)

APPROVED AS TO FORM:

Val Inguo  
CITY ATTORNEY (on Behalf of)

# EXHIBIT "A"

**CONTRACT FOR RETENTION OF  
GUY N. GOODSON 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 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 November 1, 2009 through October 31, 2010.

**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.
6. Guy Goodson shall act as the EDC Attorney and shall, unless it is an emergency, attend EDC meetings. GG may also provide legal representation through a partner experienced in representation of public entities including economic development corporations to assist Guy Goodson in the performance of legal representation for EDC.

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
Partners	\$200.00 per hour
Senior Associates	\$150.00 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 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 of Germer Gertz, L.L.P. for a period of November 1, 2009, through October 31, 2010. 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

**CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION**

**SIGNED AND AGREED TO** on the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness