



INTEROFFICE MEMORANDUM

Date: November 7, 2025

To: The Honorable Mayor and City Council

Through: Ron Burton, CPM, City Manager

From: Krystle Muller, Interim Chief Executive Officer *K.M.*

RE: PR 24634 | Authorizing the Port Arthur Economic Development Corporation to enter into a Contract for Retention of Guy N. Goodson and Kate K. Leverett of Germer PLLC, Beaumont, Texas as Legal Counsel in an annual amount not to exceed \$110,000.00; funds available in EDC account no. 120-80-625-5420-00-00-000

25-520

The intent of this Agenda Item is to seek the Port Arthur City Council's authorization of the Port Arthur Economic Development Corporation ("PAEDC") entering a Contract for Retention of Guy N. Goodson and Kate K. Leverett of Germer PLLC, Beaumont, Texas as Legal Counsel of the PAEDC.

Background:

The PAEDC seeks to engage general counsel to provide comprehensive legal services in support of the PAEDC's programs and activities.

The PAEDC advertised a Request for Proposals and received three proposals in response.

The PAEDC Board of Directors has reviewed and evaluated the responses and has approved a proposal from Germer, PLLC to provide general legal counsel to the PAEDC and has approved entering into a contract with Germer PLLC.

Budgetary Impact:

The budgetary impact of this item will not exceed \$110,000.00. Funds available in the EDC Account No. 120-80-625-5420-00-00-000 (Professional Services).

Recommendation:

It is recommended the Port Arthur City Council approve the Port Arthur Economic Development Corporation to enter into a Contract for Retention of Guy N. Goodson and Kate K. Leverett of Germer PLLC, Beaumont, Texas as Legal Counsel of the PAEDC.

RESOLUTION NO. 25-520

A RESOLUTION AUTHORIZING THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT FOR RETENTION OF GUY N. GOODSON AND KATE K. LEVERETT OF GERMER PLLC, BEAUMONT, TEXAS AS LEGAL COUNSEL IN AN ANNUAL AMOUNT NOT TO EXCEED \$110,000.00 SUBJECT TO APPROVAL OF SUBSEQUENT BUDGETS; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5420-00-00-000

WHEREAS, the Port Arthur Economic Development Corporation (the "PAEDC") seeks to engage general counsel to provide comprehensive legal services in support of the PAEDC's programs and activities; and

WHEREAS, the PAEDC advertised a Request for Proposals for General Legal Services on September 3, 2025, and received three (3) proposals in response; and

WHEREAS, the proposals received were reviewed and evaluated by the PAEDC Board of Directors based on weighted criteria as outlined in **Exhibit "A"**; and

WHEREAS, at their regular Board meeting of November 3, 2025, the PAEDC Board of Directors accepted the highest scoring proposal submitted by Germer, PLLC; and

WHEREAS, at their regular Board meeting of November 3, 2025, the PAEDC Board of Directors approved entering into a Contract for Retention of Guy N. Goodson and Kate. K. Leverett of Germer PLLC as Legal Counsel for the PAEDC as denoted in **Exhibit "B"**.

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 Port Arthur Economic Development Corporation is hereby authorized to enter into a Contract for Retention of Guy N. Goodson and Kate. K. Leverett of Germer PLLC as Legal Counsel in substantially the same form as denoted in **Exhibit "B"** for an annual amount not to exceed \$110,000.00, Account No. 120-80-625-5420-00-00-000, subject to approval of subsequent budgets.

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

READ, ADOPTED AND APPROVED on this 2nd day of Dec., A.D., 2025,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Moses;

Councilmembers Lewis, Beckcom, Hinkley
and Frank.

NOES: None

Charlotte M. Moses
Charlotte M. Moses, Mayor

ATTEST:

Sherri Bellard
Sherri Bellard, City Secretary

APPROVED:

Krystle Muller
Krystle Muller, PAEDC Interim Chief Executive Officer

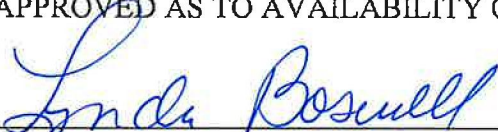
APPROVED AS TO FORM:

Guy N. Goodson
Guy N. Goodson, PAEDC Interim Attorney

APPROVED AS TO FORM:

Roxann Pais Cotroneo
Roxann Pais Cotroneo, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Lynda Boswell, Finance Director

EXHIBIT "A"

PAEDC - Legal Counsel Services RFP - Score Tabulation

	Germer PLLC						Olson & Olson LLP						Randle Law Office Ltd, LLP						Average Score
	Grader 1	Grader 2	Grader 3	Grader 4	Grader 5	Grader 6	Average Score	Grader 1	Grader 2	Grader 3	Grader 4	Grader 5	Grader 6	Grader 1	Grader 2	Grader 3	Grader 4	Grader 5	
Maximum Points Total 100																			
Experience & Responsiveness to mandatory requirements of the designated Attorney/s	35	35	35	35	20	35	32.5	28	20	35	25	5	35	24	20	30	25	10	35
Experience & Responsiveness of law firm and any assisting attorneys	20	20	20	20	10	20	18.3	10	18	15	15	5	20	10	18	10	13	5	20
Cost Effectiveness	20	18	20	20	10	19	17.5	20	19	15	15	5	19	20	20	10	15	5	20
References	15	15	15	15	10	15	14.2	14	10	15	13	1	15	14	9	15	13	4	15
Completeness & Professionalism of Submission	10	10	10	10	5	10	9.2	10	8	5	7	1	10	8	8	10	7	4	10
	100	98	100	100	55	99	91.7	82	75	85	75	17	99	76	75	75	73	28	100

EXHIBIT “B”

**CONTRACT FOR RETENTION OF
GUY N. GOODSON AND KATE K. LEVERETT OF GERMER PLLC
AS LEGAL COUNSEL FOR THE
PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**

This Contract provides the terms for the retention of Guy N. Goodson and Kate K. Leverett of the law firm of Germer PLLC ("Germer") as legal counsel for the Port Arthur Economic Development Corporation (the "EDC") in regard to the providing of professional legal representation for the period beginning effective _____, 2025 through _____, 2028 (the "Term"). The EDC by action of its Board of Directors may extend this legal service engagement for an additional one (1) year period following the Term of this Contract unless terminated per Section XI of this Agreement.

I. SCOPE OF SERVICES

Germer 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. Germer 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 Germer:

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 per authorization by the Board of Directors.
5. Assist, as directed, in any legal action or legal proceedings relative to economic incentive agreements.
6. Germer shall act as the EDC Attorney and shall, unless it is an emergency, attend EDC meetings. Germer may also provide legal representation through a partner or associate experienced in representation of public entities including economic development corporations to assist Germer 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.

Germer 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.

II. FEES

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

Guy N. Goodson	\$300.00 per hour
Kate K. Leverett	\$300.00 per hour
Other Senior Attorneys	\$275.00 per hour
Associates	\$200.00 per hour

III. EXPENSES

Germer will incur expenses in handling legal representation for the EDC, with any such expenses being those for which Germer 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 Germer 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.

IV. BILLING

Germer 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.

V. RECORDS

Germer shall retain all records and supporting documentation pertinent to this Agreement for a period of three (3) years from the date of final payment under this Agreement. If, at the end of three (3) years, there is litigation or if any claims covering such Agreement have not been resolved, Germer shall retain the records for three (3) years after the resolution of such litigation or claim.

VI. CONFLICT OF INTEREST

As part of the Agreement to provide these services to the EDC, Germer be required to disclose to the EDC any existing or potential conflicts of interest related to any services to be performed under this Agreement and during the course of this representation. Germer shall refrain from representing clients whose interests may conflict with those of the EDC. Should such a conflict arise, Germer shall be required to immediately contact the Executive Director or the Chair of the Board to discuss and resolve such conflict.

VII. INSURANCE

Germer shall carry professional liability insurance with minimum policy limits of \$1,000,000.00 per occurrence, and shall not permit such insurance to be canceled or lapse during the engagement. Germer shall provide an insurance certificate or other proof of insurance to the EDC.

VIII. ASSIGNMENT

Germer must obtain the prior written consent of EDC before assigning any interest in or any part of this Agreement. EDC expressly reserves the right to disapprove or withhold consent of any assignment or proposed assignment. In no event shall such written consent, if obtained, relieve Germer from any and all obligations hereunder, or change the terms of, this Agreement.

IX. MISCELLANEOUS

Prior to the use of any attorneys at Germer other than Guy N. Goodson or Kate Leverett for services under this engagement with the EDC, Germer will obtain the approval of the Board of Directors and the City. Germer 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.

X. CONTRACT TERM

This Agreement shall become effective on _____, 2025 until _____, 2028.

XI. TERMINATION

It is understood that the contractual relationship between Germer and the EDC is an *at-will relationship*, and the EDC may terminate this Agreement at any time upon thirty (30) days prior notice. Upon receipt of a Notice of Termination, Germer shall immediately discontinue work under this Agreement and thereafter only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed, with all such services to be expressly authorized, in writing, by the EDC.

Germer may also terminate its performance under this Agreement at any time or in the event Germer reasonably determines that to continue to provide legal services under this Agreement would cause a violation of law or any applicable provision of the Rules of Professional Conduct or would subject Germer under applicable law to a risk of liability to any third party provided Germer otherwise is in compliance with the terms of this Agreement.

It is agreed and understood that all files, reports, including documents, legal memoranda and correspondence produced under this Agreement are the property of the EDC, and upon termination, shall be forwarded to the EDC, at no expense to the EDC, as directed by the EDC. A copy of the information may be retained by Germer at Germer's own expense.

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 PLLC

By: 
Guy N. Goodson

By: 
Kate Leverett

PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

SIGNED AND AGREED TO on the ____ day of _____, 2025.

President

Secretary

Witness

Witness