

RESOLUTION NO 15-21

A RESOLUTION RELATING TO ENTERING INTO AN AGREEMENT WITH EDGAR J. GARRETT OF FAIRES AND GARRETT; AND GRANTING AUTHORITY TO THE MAYOR TO EXECUTE SAID RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE MAYOR'S SIGNATURE TO THIS RESOLUTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL INSTRUMENTS REQUISITE IN IMPLEMENTING THIS RESOLUTION AND AUTHORIZING CITY SECRETARY TO AUTHENTICATE CITY MANAGER'S SIGNATURE TO THIS RESOLUTION.

A regular meeting of the City Council of the City of Commerce, Texas, was held in Commerce, Texas, at City Hall, on the 18th day August 2015, at 6:00 p.m., majority of Council Members being present and constituting a quorum, the following resolution was adopted:

WHEREAS, after careful consideration by the City Council, it would be in the best interest and general welfare of the City of Commerce that the Agreement between the City of Commerce and Edgar J. Garrett/Faires and Garrett be accepted.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Commerce, Texas, be authorized and he is hereby authorized to execute this Resolution; and that the City Manager be authorized to execute contract, a copy of which is marked Exhibit "A" and being made a part hereof just as if copied herein verbatim, and all instruments requisite in implementing this resolution.

BE IT FURTHER RESOLVED that the City Secretary be and she is hereby authorized to attest to the signature of the Mayor to this Resolution, and to attest to the signature of the City Manager to any instruments requisite to implementing this Resolution.

PASSED BY THE GOVERNING BODY of the City Council of the City of Commerce, Texas, on the 18th day of August 2015.

ATTEST:


Marty Keene

Marty Keene, City Secretary

(seal)

CITY OF COMMERCE:

John Ballotti, Jr.

John Ballotti, Mayor

APPROVED AS TO FORM:

Jay Garrett

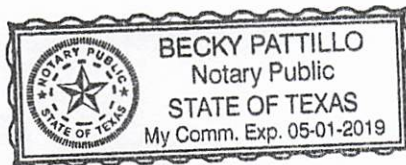
Jay Garrett, City Attorney

I, Marty Keene, City Secretary of the City of Commerce, Texas, do hereby certify that the above is a true and correct copy of a resolution, and that the same has not been repealed and is in full force and effect.

Marty Keene

Marty Keene, City Secretary

Sworn to and subscribed before me, on this the 24th day of August, 2015, to certify which witness my hand and seal of office.



(seal)

Becky Pattillo

Notary Public, State of Texas

CONTRACT FOR LEGAL SERVICES

1. **Date and Parties.** This Agreement is effective as of September 30, 2015, by and between the City of Commerce, herein referred to as the "City," and Faires & Garrett, herein referred to as "Law Firm."

2. **General Recitals.**

- a. The City Council desires to appoint Edgar J. Garrett, Jr, as City Attorney for the City of Commerce.
- b. Edgar J Garrett, Jr. desires to accept the appointment as City Attorney for the City of Commerce and is a member in the Law Firm.
- c. The parties hereto desire to define the services to be provided and the costs associated therewith.

3. **Term.** The term of this Agreement shall be from September 30, 2015 until September 30, 2017.

4. **Duties.**

a. The City Attorney shall be principally responsible for performing all legal work for the City, except as set forth in Paragraph 4(b). The City Attorney may have other attorneys employed by the Law Firm assist him in the performance of his duties. The City Attorney may also utilize outside counsel, if approved by the City Manager and City Council. The following list of duties is illustrative of the services to be performed by the City Attorney and Law Firm, but is not necessarily inclusive of all duties:

- (1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents as requested by the City;
- (2) Represent the City in all lawsuits and other contested proceedings commenced by the City;
- (3) Represent the City in all lawsuits and other contested proceedings in which the City is named as a defendant;
- (4) Prosecute criminal violations of City ordinances in the municipal and justice of the peace courts;
- (5) Approve legal documents as to proper form and content;
- (6) Advise the Mayor, Council members, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City;
- (7) Consult with and advise the Mayor, Council members, department directors, and staff if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;
- (8) Be available on an as-needed basis to discuss with citizens legal matters affecting the City and respond to citizen inquiries, in person, writing or by telephone, involving City business;
- (9) Attend council meetings, when requested to do so by the City Manager, Mayor, or the City Council;

(10) Attend board meetings, commission meetings, committee meetings, or any other type of meeting on an as-needed basis, including meetings with other governmental agencies, as is necessary on matters involving the City; and

(11) Perform such other duties as are necessary and appropriate in order to provide the City with legal representation as provided in the Local Government Code.

b. The City Attorney's duties shall not include the following:

(1) Legal services normally provided by the City's bond counsel; provided, the City Attorney shall consult with bond counsel on behalf of the City and advise the City with regards thereto;

(2) Public defense services for indigent defendants;

(3) Represent the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;

(4) Represent or advise City employees where the interest of the City employee may conflict with that of the City; and

(5) Provide legal services where the City has insurance coverage that provides for legal services, and the City has tendered the defense to the insurance carrier; Provided, however, the City Attorney shall monitor the lawsuit on behalf of the City.

5. Compensation.

a. Retainer. The City shall pay the Law Firm an hourly rate of \$150.00 per hour for attorney and \$40.00 per hour for legal assistants, plus out-of-pocket costs, for legal services. The services to be provided shall include the services set forth in paragraph 4.a(1)-(11), unless, in a particular case, said services would be billable under the terms of Paragraph 5(b) or (c).

b. Reimbursable Proposals. On all projects for which the City actually receives compensation from a proponent for the City's legal costs, the City Attorney and the Law Firm shall charge their rates as set forth above; and all other projects for which the City actually receives reimbursement for legal costs from another source.

c. Special Projects. Certain services are needed from the City Attorney and Law Firm that are not of a routine nature. The charge for the services included in special projects shall be at the Law Firm's hourly rates and/or a flat rate per project, as the case may be. The projects included in this category include the following:

(1) Any contested proceedings whether the City is the initiating party or the defending party, such as mediations, arbitrations, civil litigation and appeals, criminal appeals, other court proceedings and administrative hearings; and

(2) Such other matters as are of a non-routine nature as specifically approved by the Mayor.

d. Reimbursable Costs. The Law Firm shall be reimbursed for costs and advances for such items as legal messenger service, copying costs (for large copy projects the City Attorney shall determine if the City Manager would prefer to use City personnel and equipment so as to minimize copy costs), facsimile costs, computer-aided research including associated phone charges, deposition fees, court filing fees and similar expense items.

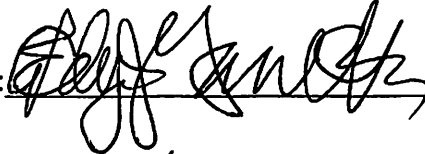
The City will not be billed for travel time or for mileage to and from the City of Commerce.

6. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regards to legal work to be performed on behalf of the City, and the rates to be charged therefor.

CITY OF COMMERCE

FAIRES & GARRETT, ATTORNEYS

By: 
Mayor

By: 

Dated: 19 August 2015

Dated: 20 August 2015

ATTEST:

By: 
City Secretary

Dated: 8.19.15