

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

§ PROFESSIONAL SERVICES AGREEMENT
§ FOR LEGAL SERVICES
§ AS CITY ATTORNEY
§ FOR THE CITY OF WESLACO

THIS IS A Professional Services Agreement for Legal Services as City Attorney for the City of Weslaco, between Juan E. Gonzalez, (hereinafter referred to as "Attorney"), whose principal office address is 3110 East Business Highway 83, Weslaco, Texas 78596, and The City of Weslaco a home-ruled municipal corporation of Texas whose principal place of business is 255 S. Kansas, Weslaco, Hidalgo County Texas 78596, (hereinafter referred to as "Client"), whereby Client retains and employs Attorney to represent Client, as follows:

Provide legal services as Attorney for the City of Weslaco and represent the Client until replaced by the City Commission.

WITNESSETH:

Client hereby agrees and contracts with Attorney for the legal services to be provided for and on behalf of Client in the representation of Client. Representation is to include advising, counseling, negotiating, investigating, handling, and/or defending in this matter or matters arising herein or attendant hereto or arising out of the same set of facts or circumstances, to final settlement or adjudication. Attorney is hereby authorized and empowered through this document to use and employ such other persons and/or entities that Attorney deems necessary for the proper handling of said matters but shall do so only after obtaining Client's consent to such employment from the Mayor and City Commission.

ARTICLE 1

FACTORS CONSIDERED IN COMPUTATION OF FEE

1.01 Written Agreement. Attorney and Client agree that it is feasible and desirable to reach a clear agreement as to the basis of the fee charges to be made in order to prevent later misunderstandings. Therefore, Attorney and Client agree that it is beneficial to reduce to writing the understanding of Attorney and Client regarding the fee.

1.02 Factors in Setting Fee. In determination of the total fee to be charged Client, Attorney will consider the following factors and guidelines approved by the Supreme Court of Texas and in the Code of Professional Responsibility on what is a reasonable fee:

- a) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;
- b) The likelihood, if apparent to Client, that the acceptance of the particular employment

will preclude any other employment by Attorney;

- c) The fee customarily charged in the locality for similar legal services;
- d) The amount involved and the results obtained;
- e) The time limitations imposed by Client or by the circumstances;
- f) The nature and length of the professional relationship with Client;
- g) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- h) Whether the fee is fixed or contingent.

1.03 Special Projects. Any special projects assigned by the City Commission and/or City Manager to the attorney will be billed at an hourly rate of \$175.00/hour. Special projects are cases that require the attorney to defend or prosecute any lawsuits or claims on behalf of the city at the direction of the City Commission.

1.04 Hourly Rates, Expenses, and Responsibilities. Client agrees and understands that the overall supervision of the City of Weslaco legal matters will be handled by Juan E. Gonzalez. The day-to-day handling of the legal matters, case, hearings, and communications will generally be handled by the said attorney; although, other persons may be assigned by Juan E. Gonzalez to handle specific matters relating to the City of Weslaco legal issues with the approval of the Mayor and City Commission.

As part of the computation of such fee, Client agrees that the time expended by Juan E. Gonzalez and other attorneys as may be approved, will be recorded and billed to Client in minimum tenths of an hour increments at the following rates:

Attorneys' time will be billed at the rate of not more than \$175.00 per hour.

Further, it is agreed that the recordation of time by Attorney as described herein shall apply to legal research, drafting of pleadings, conferences, telephone conversations, preparation of discovery, investigation of facts, preparation for and appearances at City Commission meetings, Planning and Zoning Commission meetings (as requested), Zoning/Building Board of Adjustment meetings (as requested), City Commission workshops (as requested), or Civil Service Commission meetings (as requested), in court, and other tasks necessary to adequately handle the matter in controversy.

Court costs, deposition costs, duplication costs, telecopier fees, filing fees, runner and travel expenses, long-distance telephone expenses, accountant's fees, appraiser's fees, consultant's fees, investigator's fees and other professional fees incurred on Client's behalf (including specialized or local legal counsel), and other disbursements will be paid directly by

Client or, when advanced by Attorney, will be borne by and paid for by Client only if approved by the Mayor and City Commission.

Any special work must be approved by the City Commission or can be requested by the Mayor or City Manager.

Attorney will provide Client, at monthly or otherwise appropriate intervals, a statement setting forth, in summary, time and expenses incurred. Supporting documents including invoices and time records are available for inspection by Client during normal business hours. All fees and costs are due, and payable upon receipt of a statement for services rendered and expenses incurred. Accounts in excess of 30 days shall accrue interest at the maximum rate allowed by law. Client hereby consents that should such account become delinquent, Client hereby authorizes Attorney to disclose such information to third parties as is deemed reasonable and necessary for the enforcement of the claim for any fee or expense authorized hereunder.

The City manager and/or the Mayor will review and approve legal bills.

1.05 Term and Termination. This Agreement shall be effective upon ratification by the Mayor and City Commission and shall remain in effect until it is terminated by either party with or without cause, by giving the other party thirty (30) days written notice forwarded to their respective address or if a public meeting where the Attorney is present will meet this requirement for notice:

If to City: 255 S. Kansas Avenue, Weslaco, Texas 78596

If to Attorney: 3110 East Business Highway 83, Weslaco, Texas 78596

1.06 Attorney will maintain malpractice insurance in the minimum amount of \$100,000.00.

ARTICLE 2

FAVORABLE OUTCOME NOT GUARANTEED

2.01 CLIENT UNDERSTANDS THAT ATTORNEY WILL ADVISE THE CITY OF WESLACO TO THE BEST OF HIS ABILITY ON ALL LEGAL MATTERS OR CLAIMS THAT COME BEFORE THE CITY COMMISSION OR THE CITY OF WESLACO. CLIENT FURTHER EXPRESSLY ACKNOWLEDGES THAT ALL STATEMENTS BY ATTORNEY ON THESE MATTERS ARE STATEMENTS OF OPINION ONLY.

ARTICLE 3

ENTIRE AGREEMENT OF THE PARTIES

3.01 This contract embodies the entire agreement of the parties hereto with respect to the matters herein contained, and it is agreed that this contract may not be modified or revoked

unless by written agreement signed by both parties and a copy is attached hereto and made a part hereof. This agreement is executed on behalf of the Client/City by the presiding officer of its governing body, who is authorized to execute this instrument by order heretofore and approved and duly recorded in its minutes. FURTHER, CLIENT ACKNOWLEDGES THAT IN ADDITION TO CLIENT HAVING READ THIS AGREEMENT IN ITS ENTIRETY, THE UNDERSIGNED ATTORNEY HAS ANSWERED ANY QUESTIONS CONCERNING THE AGREEMENT RAISED BY CLIENT AND CLIENT UNDERSTANDS THE AGREEMENT AND CONSIDERS IT TO BE FAIR AND REASONABLE.

ARTICLE 4

PLACE OF EMPLOYMENT AND CHOICE OF LAW AND FORUM

4.01 All sums due under this Agreement are due and payable in Weslaco, Hidalgo County, Texas, in the United States of America.

THIS CONTRACT IS SIGNED in Weslaco Hidalgo County, Texas on the ____ day of _____, 2015.

CLIENT

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth Walker, CITY SECRETARY

This instrument was acknowledged before me on _____
by David Suarez.

Notary Public, State of TEXAS

Commission Expires:_____

ATTORNEY AT LAW

Juan E. Gonzalez