

RESOLUTION NO. 2010-05-02

A RESOLUTION OF THE CITY OF WESTON TERMINATING THE MARCH 4, 2010 AGREEMENT FOR LEGAL SERVICES WITH BOJORQUEZ LAW FIRM, PLLC WITHOUT CAUSE, AUTHORIZING THE MAYOR TO PROVIDE NOTICE OF TERMINATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weston, Texas is a Type A general-law municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, on April 13, 2010, the City Council approved the legal services agreement, dated March 4, 2010, with Bojorquez Law Firm, PLLC as counsel for the City of Weston; and

WHEREAS, the City Council now desires to terminate said legal services agreement "without cause" in accordance with the provisions of Exhibit "A" to the Agreement governing termination.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS:

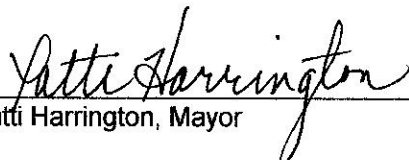
SECTION 1.

That the legal services agreement ("Agreement") with Bojorquez Law Firm, PLLC is hereby terminated without cause in accordance with the provisions of Exhibit "A" to the Agreement and that the Mayor is authorized to provide notice of termination thereof. A copy of the Agreement and notice of termination shall be on file with the office of the City Secretary.

SECTION 2. EFFECTIVE DATE

This resolution shall be effective from and after its passage and adoption by the City Council.

RESOLVED AND ENTERED this the 19th day of May 2010.

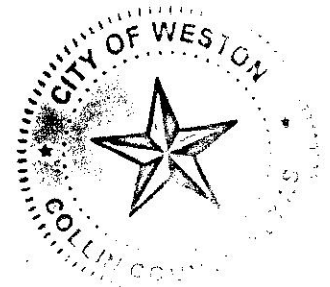


Patti Harrington, Mayor

ATTEST:



Leeann Oland, City Secretary



12325 Hymeadow Drive
Suite 2-100
Austin, Texas 78750

BOJORQUEZ
LAW FIRM, PLLC

Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.COM

March 4, 2010

The Honorable Scott Morrissey
Mayor, City of Weston
Post Office Box 248
Weston, Texas 75097-0248

Re: Engagement Letter for Legal Services

Mayor Morrissey:

Thank you for choosing our firm to represent the City of Weston. We appreciate your confidence, and will do our best to provide you with quality legal assistance and superior customer service.

The purposes of this letter and the enclosed STANDARD TERMS OF ENGAGEMENT are to set out the specific terms of our attorney-client relationship. Please review these documents carefully and contact me promptly if you have any questions. These materials constitute the arrangement under which our legal services will be provided.

Identity of Client

The Bojorquez Law Firm will be representing the interests of the *City of Weston* as an organization. Although you are the primary client representative, in the course of this relationship you may designate other city officials to receive legal services on the city's behalf. Unless you specify otherwise, the City Council and Department Heads are typically within the scope of city management officials who are allowed to contact my office to receive legal services on the City's behalf.

Nature & Scope of Representation

While in the future we may be directed to represent the City on other matters, our present relationship can be described as follows:

Serve in the position of City Attorney; advise city officials and advocate the city's interests in the area of Municipal Law.

Supervision & Delegation

I will coordinate and supervise the services we perform on your behalf. From time to time other attorneys at the firm will assist you depending on their expertise and availability.

Financial Arrangements

The hourly rate for all attorneys at our firm who work on your account will be one hundred dollars (\$165.00) per hour. This rate applies to time spent traveling on business in addition to actual expenses, such as mileage. Our firm bills in increments of a tenth of an hour (i.e., every six (6) minutes). You will receive a detailed monthly accounting of services rendered by the firm.

See the attached STANDARD TERMS OF ENGAGEMENT for more information on rates. Because you are a municipality, and I have worked with you in the past, we do not require a retainer at this time.

Acceptance of Terms

If this arrangement is acceptable to you, please sign this letter and return it to me at your earliest convenience. I am truly honored that you are willing to make our firm part of your team.

If you would like to contact me, please call (512) 250-0411, or e-mail me at alan@texasmunicipalattorneys.com. Otherwise, I will be in touch soon.

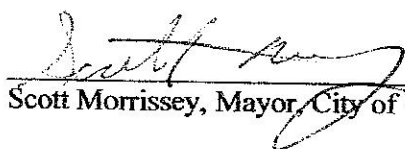
Sincerely,



Alan J. Bojorquez
Principal

AGREED TO & ACCEPTED:

by:



Scott Morrissey, Mayor, City of Weston, Texas

date: March 4, 2010

Return a signed original to Alan via mail, fax, overnight or email.

BOJORQUEZ LAW FIRM, PLLC
Attorneys at Law

STANDARD TERMS OF ENGAGEMENT

This document establishes the standard terms of our engagement as your attorneys. Unless modified in writing by mutual consent, these terms will be an integral part of our agreement. Therefore, we ask that you carefully review this statement and contact us promptly if you have any questions. We suggest that you retain this document in your file.

1. Scope of Work

As the client, it is imperative that you have a clear understanding of the legal services the Bojorquez Law Firm will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

The Bojorquez Law Firm will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees for Legal Services

The charges for professional services provided by the Bojorquez Law Firm will typically be based upon the following: (1) the time devoted to the matter; (2) the novelty and difficulty of the questions presented; (3) the requisite experience, reputation and skill requested to deal with those questions; (4) time limitations imposed by the circumstances; (5) and the quality of the results obtained. Fees and costs for particular matters are unpredictable and we have made no commitment concerning maximum fees or costs. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals that perform the services. These rates may vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if this fee structure is modified.

Currently, the standard billing rate for *General Counsel* (Municipal Law) for all attorneys in this firm is one hundred sixty-five dollars (\$165.00) per hour. The billing rate for law clerks and clerical staff is seventy-five dollars (\$75.00) per hour, and for legal assistants (paralegals) is ninety-five dollars (\$95.00). For particular work in a more specialized area of the law, such as *Environmental or Litigation*, the billing rate for all associate attorneys in this firm is one hundred seventy-five dollars (\$175.00) per hour and the billing rate for the principal is two hundred dollars (\$200.00) per hour. All fees quoted are in U.S. Dollars. Billing rates for particular matters are subject to increase up to ten percent (10%) annually.

No rate increase will exceed ten percent without first obtaining consent from the designated primary client representative.

3. Other Charges

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses, etc.) incurred by the Bojorquez Law Firm in connection with representing you will be billed to you as a separate item on your monthly statement.

4. Billing Procedures & Terms of Payment

Our billing period begins on the first of the month and ends on the last day of the month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the beginning of the month following the latest date covered in the statement. Each statement is payable within thirty (30) days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within thirty (30) days after its stated date, interest at the rate of twelve percent (12%) per month (18% per annum) will accrue on the balance due. However, if at any time 18% per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law.

If you have any questions or concerns about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such issues can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Client Responsibilities

You agree to cooperate fully with the firm and to provide us promptly with all information known or available to you relevant to our representation. You agree to pay our invoices in accordance with these STANDARD TERMS OF ENGAGEMENT and the corresponding Engagement Letter.

6. Termination of Services

You have the right to terminate our services at any time upon providing written notice to us. Upon receipt of written notice from you, we will immediately cease to render additional services to the extent we can do so without jeopardizing your legal interests or our ethical obligations. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. We also reserve the right to withdraw when obligated by the *Texas Rules of Disciplinary Conduct*. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Unless otherwise agreed in writing, representation will cease upon your payment in full of all fees due, and my firm's conveyance of your files to the destination you designate. The firm's files, including attorney work product, will be retained at the firm.

7. Retainers

With new clients or with substantial new matters for existing clients, the Firm may require a retainer. The retainer amount is not meant to be an estimate or limit of the fees and expenses required to complete the work on this matter, but is intended as your good faith deposit against a portion of such fees and expenses. The retainer will be placed in our Trust Account and we will bill our fees and disbursements against the retainer. We will advise you if additional amounts are necessary to be placed in trust against which to bill future work. If our work is completed, and your account is paid-in-full, yet a balance remains in on your retainer, we will refund the retainer to you upon request.

8. Retention of Documents

Although we will attempt to retain for a reasonable time copies of most documents generated by this Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

9. Fee Estimates

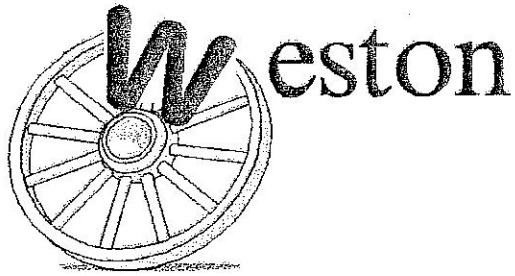
We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in *Williamson County*, Texas, United States of America.

11. Questions

If during the course of our representation you have any questions about any aspect of our arrangements, please feel entirely free to raise those questions. The Bojorquez Law Firm wants all of our clients to have a clear and satisfactory understanding about every aspect of our billing and payment policies. Accordingly, we encourage an open and frank discussion of any or all of the matters mentioned in this document.



City of Weston
301 Main Street
Post Office Box 248
Weston, Texas 75097
(972) 38211001

May 27, 2010

Bojorquez Law Firm, PLLC
12325 Hymeadow Drive
Suite 2-100
Austin, Texas 78750

Attn: Alan Bojorquez

RE: Legal Services

Dear Mr. Bojorquez,

A special called meeting was held on May 19, 2010. The new Weston City Council passed a resolution terminating your firms Legal Services with the City.

This letter serves as an official Notice of Termination without cause.

We wish to express our appreciation for your assistance to the City of Weston and give our wish for your success in the future.

Regards,

A handwritten signature in cursive script that reads "Patti Harrington". The signature is written in black ink and is positioned above the printed name.

Patti Harrington
Mayor of Weston

BOJORQUEZ
LAW FIRM, PLLC

12325 Hymeadow Drive
Suite 2-100
Austin, Texas 78750

Phone: (512) 250-0411
Fax: (512) 250-0749
www.TexasMunicipalLawyers.com

June 3, 2010

The Honorable Patti Harrington
Mayor, City of Weston
Post Office Box 248
Weston, Texas 75097

Re: Termination of Legal Services

Mayor Harrington:

Congratulations on becoming Mayor of the City of Weston.

Please accept this as confirmation of my receipt of your letter (dated May 27, 2010). It is my understanding that my firm's legal services are no longer required, effective immediately.

It was an honor representing the City of Weston, albeit for just a short period. If ever you or your new City Attorney needs assistance in the future, please do not hesitate to call upon us.

On behalf of associate Jill Hoffman and the other members of my team who served Weston, let me wish you the very best of luck as you guide your community through this next phase.

Sincerely,


Alan J. Bojorquez

JUN 11 2010

RECEIVED