

RESOLUTION NO. 2010-05-03

A RESOLUTION OF THE CITY OF WESTON APPROVING THE LEGAL SERVICES AGREEMENT WITH THE LAW OFFICES OF TAYLOR, OLSEN, ADKINS, SRALLA AND ELAM, P.C. as COUNSEL TO THE CITY OF WESTON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; 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, the City Council has determined that it is necessary and in the best interests of the City of Weston to retain legal counsel to advise the City in the matters addressed in the proposed legal services agreement; and

WHEREAS, the City Council desires to retain the services of the Law Offices of Taylor, Olsen, Adkins, Sralla and Elam, P.C. as counsel to perform the aforementioned services and to authorize the Mayor to execute the proposed legal services agreement.

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

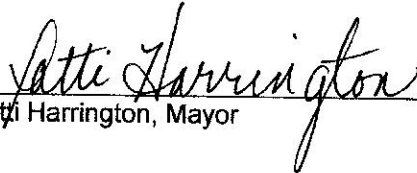
SECTION 1.

That the legal services agreement ("Agreement") with the Law Offices of Taylor, Olsen, Adkins, Sralla and Elam, P.C. is hereby approved and that the Mayor is authorized to execute the agreement on behalf of the City of Weston. A copy of the Agreement 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



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May 18, 2010

MAY 2 2010
RECEIVED

Mayor Patti Harrington
Members of the City Council
City of Weston
301 Main Street
P.O. Box 248
Weston, Texas 75097

Re: Letter Agreement for Legal Services

Dear Mayor and Members of the City Council:

On behalf of the firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P., I would like to thank you for the confidence that you have shown in us by selecting our firm to serve as city attorney for the City of Weston. We will do everything within our power to justify the trust that you have shown in us by selecting us as your legal representative.

As part of our routine in opening new files, we provide a Letter Agreement to our new clients. The purpose of this letter is to establish the attorney/client relationship which will permit us to claim privilege from discovery on certain types of communications in the event that the City should ever become involved in litigation. Our firm does not utilize employment contracts with specific time durations. It is our policy that representation of governmental entities is entirely an "at-will" arrangement, in which representation continues only so long as the mayor and council have absolute confidence in the law firm they have selected. This Letter Agreement will be effective from the date it is executed by the City until such time as the City may decide to seek other representation, or until written notification is sent by either party that the terms of this agreement are no longer acceptable. It will be unnecessary to renew so long as the basic terms and conditions remain essentially the same.

Our attorneys work as a team. Each has developed skills in certain areas of municipal law and would be available to assist in particular assignments or when the primary attorney is unavailable. For services provided for the normal operations of the City, the firm will bill at an hourly rate of \$165.00 per hour for attorneys practicing for at least eight years and \$150.00 per hour for attorneys practicing less than eight years. If the firm should be asked to represent the City in litigation, the fee would be \$185.00 per hour for attorneys practicing for at least eight years and \$165.00 per hour for attorneys practicing less than eight years. The fee for paralegal time is \$80.00 per hour for work on matters

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concerning the normal operations of the City and for work on litigation matters. The hourly rate for municipal court prosecution, should you request it, would be \$135.00. Administrative Assistants will be billed at a rate of \$25.00 per hour

I will be primarily responsible for serving as your city attorney. As you know, however, we have many qualified attorneys in our firm who will be glad to assist you at any time I am unavailable, and the firm as a whole will be at your service.

We are conscious of the fact that legal fees on a substantial matter can quickly accumulate, and we attempt to maintain reasonable fee levels under the circumstances by, among other things, minimizing duplication of effort on a project, and utilizing legal assistants, administrative assistants, and law clerks whenever practical. Moreover, when unforeseen extraordinary fees or expenses appear necessary, we will ordinarily consult with you beforehand when time permits.

All out-of-pocket expenses incurred by us in connection with this representation are billed to you as a separate item on your monthly statement. Additional details on expenses can be provided on request. Invoices for certain types of individual expenses, such as deposition transcripts or printing charges, may be sent to you from time to time for immediate payment direct to our suppliers.

Under our normal billing procedures, we will submit statements to you on a monthly basis. Statements are always due and payable upon receipt. Any owed amounts that are not paid within 30 days will bear interest at the rate of one percent per month. However, there may be occasions involving unforeseen circumstances when an account will go unpaid, and in such instances we will attempt to work with you, if you communicate the nature of the delay to us. However, we reserve the right to discontinue work on pending matters or to terminate our attorney-client relationship at any time that any statement remains due and unpaid or that a requested advance retainer deposit against any clearly foreseeable charges is not received.

Occasionally, when a statement for a specific project is rendered near its conclusion, posting of some time and charges (such as telephone, reproduction, telecopier charges, court costs, or similar items) may be delayed, or there may be a delayed invoice for an expense which is not delivered to this firm until after the transaction has closed. In such cases, these "after closing" expenses will also be billed to you, even though you may have already received a "final" statement previously.

Should you have any questions as to any statement, please contact me at your earliest convenience so that we can resolve any problems without delay.

As you know, we cannot make representations to you as to the probability of ultimate success in any matter, and similarly we cannot guarantee any particular result. However, we do agree to exert in good faith our reasonable, ethical professional efforts in our representation of the City.

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

If at any time during this representation you have any problem or complaint, please do not hesitate to call me, and I will do whatever I reasonably can to resolve it to your satisfaction. I also wish to notify you that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call toll free, 1-800-932-1900.

If these terms are acceptable, please sign in the space indicated below and return one letter to our office for our records. The second letter is for your files. If for any reason the terms of this letter are not acceptable, please let me know immediately so that we can make any necessary changes.

We truly appreciate the opportunity to be of service to you, and I look forward to a mutually beneficial relationship.

Very truly yours,

TAYLOR, OLSON, ADKINS, SRALLA
& ELAM, L.L.P.

By


Bryn Meredith

BDM/sdc

APPROVED AND ACCEPTED:

Mayor Patti Harrington

Date: _____