

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF JOHNSON CITY, TEXAS and

This Professional Services Agreement (“Agreement”) is made by and between the City of Johnson City, Texas (the “City”) and _____ (the “City Attorney”), individually, the “Party”, and, collectively, the “Parties”, and is understood and agreed to as set forth herein:

1. Description of Services.
 - a. City Attorney shall provide legal services, as assigned, including, but not limited to, the following:
 - Advise City officials on matters relating to City business.
 - Attend regular City Council meetings.
 - Prepare or review staff-developed ordinances, resolutions, contracts, agreements, leases, deeds and related documents.
 - Provide legal opinion and guidance on general municipal law, human resources law, general state and federal law relating to municipal government, land use and development law, economic development law, property/real estate law, zoning, contract law, franchise law, water and wastewater utility law, and other areas of law pertinent to the operations of the City.
 - Participate in the development of staff recommendations for action by the City Council.
 - Advise and participate in code enforcement activities.
 - Make recommendations for updating existing City codes, resolutions and other policies and practices.
 - Represent the City in intergovernmental relations as appropriate.
 - Advise City officials on state and federal legislation, regulations, and judicial decisions affecting the operations of the City.
 - Maintain appropriate records and files.
 - Assist in meeting election requirements.
 - Perform related duties as requested.
 - b. City Attorney shall serve and act as the Acting Municipal Court Prosecutor for the City in Municipal Court on an on-call basis in the event of an emergency or other immediate unavailability of the principal Municipal Prosecutor.
 - c. City Attorney shall be licensed to practice law in the State of Texas and shall be in good standing with the State Bar of Texas at all times during the term of this Agreement. City Attorney shall perform all acts and services with the

professional skill and care ordinarily provided by attorneys practicing under the same or similar circumstances and professional license.

2. Payment for Services.

- a. City Attorney shall invoice the City on a monthly basis for hours worked at the hourly rate of \$_____. Compensation shall be based on the actual time devoted to providing the described professional services. The invoice shall include a description of the work performed, the date, and the amount of time worked in increments of 1/10th hour. The City shall render payment to City Attorney within thirty (30) days of receipt of City Attorney's invoice.
- b. City shall reimburse City Attorney for mileage incurred attending to City business at the current mileage rate established by Federal Law.

3. Effective Date and Term.

This Agreement shall commence upon the last date of execution of the Parties to this Agreement, and the Agreement shall continue indefinitely unless terminated as provided herein.

4. Termination.

Either Party may terminate this Agreement at will by a thirty (30) day written notice to the other Party.

5. Relationship of Parties.

The City Attorney is an independent contractor and not an employee of the City, and City Attorney acknowledges that the City shall have no responsibility to provide City Attorney or its employees with any benefits normally associated with employee status. City Attorney shall not serve as a municipal officer, and this Agreement does not create any other relationship, including a partnership or joint venture, between the City Attorney and the City.

6. Employees.

Employees of City Attorney, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. City Attorney employees shall not have any individual, private right of action against the City.

7. Indemnification.

City Attorney shall indemnify and hold harmless the City and its City Council, officers, agents and employees from any loss, damage, or expense, including reasonable attorney's fees, to the extent that the loss, damage, or expense is caused by or results from an act or omission of City Attorney or other person or entity over which City Attorney exercises control.

8. **Insurance.**
Prior to the commencement of services under this agreement, City Attorney shall furnish to the City a Certificate of Insurance for Professional Liability Insurance with a limit of not less than \$1,000,000 each claim and \$1,000,000 aggregate, and City Attorney shall maintain such coverage at City Attorney's expense during the full term of the Agreement. Required insurance shall not be canceled without thirty (30) days' prior written notice to the City.
9. **Assignment.**
City Attorney's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
10. **Notice.**
All notices shall be in writing and shall be delivered, either in person or deposited in the United States mail, postage prepaid, to the addresses, as indicated in this Agreement. Either Party may change such address from time to time by providing written notice to the other. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.
11. **Entire Agreement and Amendment.**
This Agreement contains the entire agreement of the Parties. There are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written agreements between the Parties. This Agreement may be modified or amended, in writing, signed by both Parties.
12. **Severability.**
If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement, which shall be interpreted as if the invalid or unenforceable provision had not been included.
13. **Waiver of Contractual Right.**
The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that Party's right to subsequently enforce and compel compliance with every provision of the Agreement.
14. **Applicable Law.**
The laws of the State of Texas shall govern this Agreement. Venue for any disputes arising under this Agreement shall be in Blanco County, Texas. The Parties agree to mediate in good faith before filing any suit for damages. Each Party shall bear its own mediation and litigation costs, except as provided in paragraph 7 above.
15. **Mandatory Disclosures.**
Texas law requires that vendors make certain disclosures. To the extent required and applicable under Texas law, within 30 days after execution of this Agreement,

the City Attorney must submit to the City a copy of the Conflict-of-Interest Questionnaire form (Form CIQ) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting. City Attorney must also complete and submit the Certificate of Interested Parties Form 1295 and submit it to the Ethics Commission with a copy to the City.

16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF JOHNSON CITY, TEXAS
303 E. Pecan Dr.
Johnson City, Texas 78636

Stephanie Fisher, Mayor

Date

Attest:

Whitney Walston, City Secretary

Date

Date