

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

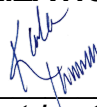
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Attorney is authorized to retain outside counsel, Davidson Troilo Ream & Garza, attorney Frank J. Garza in matters regarding allegations of potential violations of the City's Ethics Ordinance, Standards of Conduct, Charter Provisions, and State Statutes.

APPROVED this ____ day of May, 2023.


CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Javier Macias
Assistant City Attorney

APPROVED AS TO CONTENT:



Karla M. Nieman
City Attorney



Office of the City Attorney

April 27, 2023

MAYOR

Oscar Leoser

CITY COUNCIL

District 1

Brian Kennedy

District 2

Alexsandra Anello

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

Henry Rivera

District 8

Chris Canales

CITY MANAGER

Tommy Gonzalez

Via Electronic Mail

Frank J. Garza
Davidson Troilo Ream & Garza
The Pyramid Building
601 NW Loop 410, Suite 100
San Antonio, TX 78216-5511
Email: fgarza@dtrglaw.com

Re: Fee Arrangement / Professional Services Letter of Engagement

Matters regarding allegations of potential violations of the City's Ethics Ordinance, Standards of Conduct, Charter Provisions, and State Statutes

Dear Mr. Frank J. Garza:

This Engagement Letter confirms that **Frank J. Garza and Davidson Troilo Ream & Garza** ("You") will represent the City of El Paso to provide legal services in connection with the above referenced matter ("this matter"). The City requires You to follow the terms outlined in the City of El Paso Terms of Engagement, attached hereto as Addendum 1, and incorporated herein for all purposes. Please sign and return this Engagement Letter to the City Attorney's Office, confirming that you agree to the following and accompanying addendums:

1. **Karla M. Nieman** ("Managing Attorney") will be your point of contact and will be managing this matter; NiemanKM@elpasotexas.gov.
2. You shall provide all legal services necessary to conduct and complete this matter on behalf of the City. You shall coordinate all aspects of representation in connection with this matter exclusively with the City Attorney's Office through the Managing Attorney. No contact with City officials regarding this matter shall occur without prior notice to and approval from the City Attorney's Office. All such contact shall be coordinated through the City Attorney's Office.



3. You shall conform all aspects of your invoicing and billing practices to reflect the terms of the Billing Policies, attached hereto as Addendum 3, and incorporated herein for all purposes.
4. The City agrees that your hourly rates for this matter are as specified in the Fee Schedule, attached hereto as Addendum 2, and incorporated herein for all purposes. Unless otherwise agreed to in writing, these hourly rates are fixed for the duration of this engagement. Additionally, the City will not pay for work by any person not listed in Addendum 2 unless preauthorized by the City Attorney in writing.
5. The City will pay for routine expenses at a fixed amount of 4% of billed legal fees, and will reimburse for the actual cost of non-routine expenses, as more fully detailed in the Terms of Engagement. You are expected to provide monthly invoices itemized with tasks performed in the billing cycle in which they are performed.
6. This Agreement will be in effect through and including the resolution of this matter, unless mutually extended or sooner terminated, as provided in the Terms of Engagement.

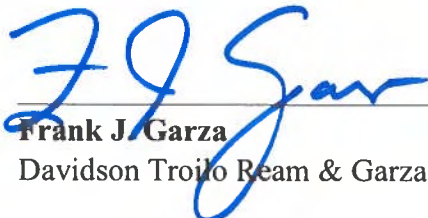
Please sign a copy of this letter in the space provided below, indicating your agreement to the terms and conditions set forth above and the accompanying addendums.

Sincerely,

KARLA M. NIEMAN
City Attorney

DATE

AGREED & ACCEPTED:



Frank J. Garza
Davidson Troilo Ream & Garza



DATE

Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov

ENGAGEMENT LETTER

Davidson Troilo Ream & Garza

Page 2 of 13

FRANK J. GARZA



Education: Trinity University (B.A., 1983)
Catholic University (J.D., 1986)

Experience: Mr. Garza is a shareholder of the law firm **DAVIDSON, TROILO, REAM & GARZA**, and helps manage the Firm by serving on the Management Committee.

He currently serves as City Attorney for the cities of Alamo Heights, Balcones Heights, Cibolo, Helotes, Robstown, Rockwall and Terrell Hills. He serves as Special Counsel for the cities of Ingleside, Richmond, San Antonio, Windcrest and also serves as Special Counsel for Brownsville Public Utilities and New Braunfels Utilities. Mr. Garza serves as General Counsel to Brooke Development Authority, City of San Antonio Civil Service Commission, City of San Antonio Police and Fire Civil Service Commission, Alamo Area Metropolitan Policy Organization, VIA Metropolitan Transit Authority, Cibolo Canyon Special Improvement District, Westside 211 Special Improvement District, Crosswinds Special Improvement District and Talley Road Special Improvement District. Mr. Garza has assisted the cities of El Paso, Laredo, New Braunfels, San Antonio, San Marcos and Kyle with updating ethics ordinances and/or investigations of public officials and employees. Has conducted over 15 CLE courses on municipal law and ethics of public officials.

Mr. Garza served as **City Attorney for the City of San Antonio from 1995 to 2002.** His duties as City Attorney included providing general counsel services to the Mayor and Council Members as well as to the City Manager and the executive team. The executive team included over 50 department directors and assistant directors as well as the City Manager and her assistants. His duties also included providing general counsel services to the over 30 boards and commissions. His approach is to have hands on responsibility to the legal needs of the public officials and the executive administrator while also making sure that the legal needs of the governmental entity are being addressed.

Mr. Garza served as a Deputy City Attorney and Assistant City Attorney for the City of Dallas from 1986 to 1995. Mr. Garza provided legal representation to all city departments in the employee grievance and disciplinary process, as well as provided legal advice to all city departments in responding to claims and lawsuits involving labor and employment matters. During his tenure with the City of Dallas, Mr. Garza developed the sexual harassment policy, drug testing policy and related policies. He was lead counsel in over ten employment and civil rights jury trials. During this time, he wrote briefs and argued on six occasions to the Fifth Circuit Court of Appeals and twice writing Briefs in Opposition for Writ of Certiorari to the **United States Supreme Court.**

Mr. Garza has been an Adjunct Professor in the Public Administration Graduate Program since 2002 at **St. Mary's University.** He teaches two classes, Ethics and Public Officials and the Basics of Municipal Government.

Membership: United States District Court for the Western District of Texas
United States District Court for the Northern District of Texas
Fifth Circuit Court of Appeals
United States Supreme Court
San Antonio Bar Association
Mexican American Bar Association

Affiliations: Texas City Attorney's Association Board of Directors (2008-2015)
President, Texas City Attorney's Association (2014)
International Municipal Lawyers Association
Texas Municipal League Board of Directors (2022 to present)

Community: Big Brothers and Sisters of Dallas Fort Worth (1987 -1995)
Service Board of Directors Big Brothers and Sisters (1989-1995)
President, Big Brothers and Sisters (1992-1995)
University Hospital Foundation Board of Directors (2005 to present)
President University Hospital Board of Directors (2017 to 2019)
Consejo Education Foundation Member (2009 to present)
Board of Directors Consejo Education Foundation (2016 to present)
Rey Feo Scholarship Committee
Hope for the Future Khaki and Plaid King (2018) – Raised \$156,000
Hope for the Future Khaki and Plaid Chair (2019) - Raised over \$900,000

CITY ATTORNEY'S OFFICE

OUTSIDE COUNSEL/CONSULTANT SERVICES REQUEST

TO BE COMPLETED BY REQUESTING ATTORNEY

Date:

December 12, 2019

Requesting Attorney:

Maria Guadalupe Martinez

Title:

Deputy City Attorney

Initials

MGM

Firm and Lead Attorney:

Frank J. Garza
Davidson Troilo Ream & Garza

Address:

601 NW Loop 410, Suite 100
San Antonio, TX 78216-5511

Telephone/Email:

(210) 349-6484

Type of Contract:

☐ Professional Services
☐ Consultant Services
☐ Letter of Engagement

☐ NEW Contract (attach copy of prior contract, if any)
☐ RENEWAL Contract (attach copy of existing contract)
☒ AMENDED (attach copy of existing contract)

Funding Source

(Department):

N/A

Term Dates:

 Beginning: Date of engagement letter
 Ending: through and including the date of judgment and/or settlement

Social Security No./EIN:

* W-9 & Vendor Forms to be attached to contract

Rate:

Terms of initial Fee Letter of Engagement dated 12/21/18, remain the same.

☐ Hourly ☐ Lump Sum ☐ Contingent
☐ Other:

Expenses:

☐ Percentage of Fee %
☐ Itemized per Fee Addendum

Contract not to Exceed:

\$50,000.00

Authority:

☐ City Attorney (\$10,000)
☒ City Manager (\$50,000)*
☐ City Council
Date Council Notification/Action: _____ ☐ Motion AttachedPurpose: ☐ Litigation ☐ Utility ☐ Bond ☐ General ☒ Consultant

Scope of Work: Allegations of potential violations for the City's Ethics Ordinance, etc. 18-1033-139

City Attorney's Office point of contact (Assistant City Attorney): Maria Guadalupe Martinez

☒ Approved

Prepare Contract by: _____

☐ Denied

Reason: _____

City Attorney: _____

Signature

Date: 12/12/19

* City Manager approval required if \$50,000.

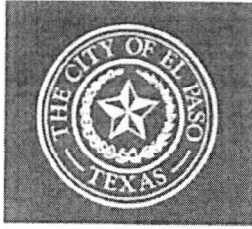
☒ Approved☐ Denied

City Manager: _____

Signature

Date: 12/16/19

**No invoices will be processed unless fully executed agreement on file.



Office of the City Attorney

Mayor
Dee Margo

December 13, 2019

Via E-mail

City Council

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Dr. Sam Morgan

District 5
Isabel Salcido

District 6
Claudia Ordaz Perez

District 7
Henry Rivera

District 8
Cissy Lizarraga

Frank J. Garza
Davidson Troilo Ream & Garza
The Pyramid Building
601 NW Loop 410 Suite 100
San Antonio, TX 78216-5511
fgarza@dtgclaw.com

***Re: Amendment to Fee Arrangement/Professional Services Letter of Engagement
Allegations of potential violations of the City's Ethics Ordinance, Standards of
Conduct, Charter Provisions, and State Statutes***

Dear Mr. Garza:

On December 21, 2018, the City of El Paso ("City") engaged you and your firm to provide professional legal services in connection with the above-referenced matter. The parties now desire to amend their December 21, 2018 Professional Letters of Engagement to increase the \$10,000 limit on fees and expenses to \$50,000.00.

This Amended Professional Services Letter of Engagement contains the City's new terms and conditions with regards to paragraph 4 of the December 21, 2018 Engagement Letter and Addendum 2 (Fee Schedule):

Fee Arrangement/Professional Services Letter of Engagement, Paragraph 4

4. The City will pay you at the hourly rates set forth in Addendum 2, plus a fixed fee of 4% for all routine expenses as set forth in Addendum 1, both of which are attached and incorporated herein by reference. Notwithstanding any other portion of this Agreement, you are directed not to expend time or incur expenses in connection with this matter in an amount causing the City's obligation under this Agreement to exceed \$50,000.00. You are expected to provide monthly invoices.

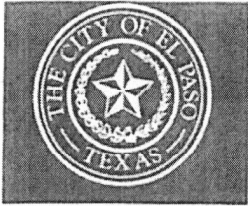
Unless otherwise agreed to in writing, these hourly rates are fixed for the duration of this engagement. Additionally, the City will not pay for work by any person not listed in Addendum 2 unless preauthorized by the City Attorney in writing.

City Manager
Tommy Gonzalez

Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov
Matter No. 19-1021-1190/952807/Amendment to Letter of Engagement/Frank Garza

"Delivering Outstanding Services"



Office of the City Attorney

Addendum 2-Fee Schedule.

ADDENDUM 2

Fee Schedule

All of the fees of Frank J. Garza of Davidson Troilo Ream & Garza, shall be paid at the following hourly rates; provided, however, that such fees shall not exceed \$50,000.00, including expenses, without prior written consent of the City.

<u>Attorney</u>	<u>Hourly Rate</u>
Partners	\$290.00
Senior Associates	\$200.00
Associates	\$180.00
Paralegals	\$90.00

Except as amended herein, the terms and conditions of the parties' December 21, 2018 Fee Arrangement/Professional Services Letter of Engagement remain the same.

Please sign and return this Amendment to the Professional Services Engagement Letter to the City Attorney's Office, confirming that you agree to the above referenced terms.

If you have any questions, please do not hesitate to contact the Managing Attorney.

Sincerely,

By: 

Tomás González
City Manager

AGREED AND ACCEPTED:

By: 

Frank J. Garza

Date: 12-19-19


Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov
Matter No. 19-1021-1190/952807/Amendment to Letter of Engagement/Frank Garza



Office of the City Attorney

APPROVED AS TO FORM:

By: 
Ana M. Schumacher
Assistant City Attorney

Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov
Matter No. 19-1021-1190/952807/Amendment to Letter of Engagement/Frank Garza



Office of the City Attorney

Mayor
Dee Margo

Via E-mail: fgarza@dtgclaw.com

December 21, 2018

City Council

District 1
Peter Svarzbein

Frank J. Garza
Davidson Troilo Ream & Garza
The Pyramid Building
601 NW Loop 410 Suite 100
San Antonio, TX 78216-5511

District 2
Alexandra Anello

District 3
Cassandra Hernandez

District 4
Dr. Sam Morgan

District 5
Dr. Michiel R. Noe

District 6
Claudia Ordaz Perez

District 7
Henry Rivera

District 8
Cissy Lizarraga

City Manager
Tommy Gonzalez

Re: Fee Arrangement/ Professional Services Letter of Engagement
Allegations of potential violations of the City's Ethics Ordinance, Standards of Conduct, Charter Provisions, and State Statutes

Dear Mr. Garza:

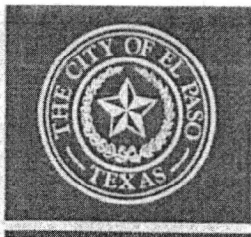
The City of El Paso would like to engage you and your firm to provide professional legal services and advice regarding violations of the City Ethics Ordinance, standards of conduct, charter rules, and state statutes regarding Mayor and City Representatives leaking, disclosing and dissemination of confidential documents and/or contracts under review, including any civil and penal penalties.

Please read this letter carefully and review the City of El Paso Outside Counsel Terms of Engagement attached hereto. These describe the terms and conditions under which the City will retain you in connection with the above-described matter. The City's policy and the Texas Disciplinary Rules of Professional Conduct require that this letter be signed before you engage in any work on behalf of the City. The terms and conditions of your engagement are as follows:

1. You shall provide all traditional legal services necessary to assist the City with its defense in the above-referenced matter. You will:
 - a) Coordinate all aspects of representation in connection with this matter with the City Attorney or assigned Assistant City Attorney. Contemporaneous copies of all opinions, drafts, pleadings, legal memoranda, correspondence, and other documents shall be submitted to her. Any questions regarding such matter shall be directed to the City Attorney or her designee. Please note that formal action by the El Paso City Council may be required to approve certain actions involved in this matter. No contact with City officials regarding this matter shall occur

Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov



Frank J. Garza
December 21, 2018
Page -2

Office of the City Attorney

without prior notice to the City Attorney. All such contact shall be coordinated through City Attorney or her designee.

- b) Consult with the City and its administrative personnel regarding any and all aspects of this matter; and keep the City reasonably informed about the status and progress of the representation.
 - c) Draft and prepare all preliminary drafts, opinions, memoranda, and all legal documents, pleadings, notices and instruments necessary and appropriate on behalf of the City.
2. The Services shall be undertaken and completed in compliance with schedules established by the City, as appropriate to carry out the purposes of this Agreement, the provisions of the attached Addendum 1, City of El Paso Outside Counsel Terms of Engagement, and with the hourly rates identified on Addendum 2, Fee Schedule.
 3. The parties to this Agreement understand and agree that Frank J. Garza of Davidson Troilo Ream & Garza will represent the City of El Paso.
 3. This agreement will be in effect through and including the resolution of this matter, unless mutually extended or sooner terminated, as provided by Addendum 1, attached hereto.
 4. The City will pay you at the hourly rates set forth in Addendum 2, plus a fixed fee of 4% for all routine expenses as set forth in Addendum 1, both of which are attached and incorporated herein by reference. Notwithstanding any other portion of this Agreement, you are directed not to expend time or incur expenses in connection with this matter in an amount causing the City's obligation under this Agreement to exceed \$10,000.00. You are expected to provide monthly invoices.

Please sign a copy of this letter in the space provided below, indicating your agreement to the terms and conditions set forth above.

Sincerely,

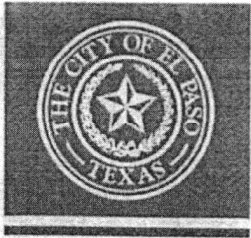
A handwritten signature in dark ink, appearing to read "Karla M. Nieman", is written over a horizontal line.

Karla M. Nieman
City Attorney

Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov

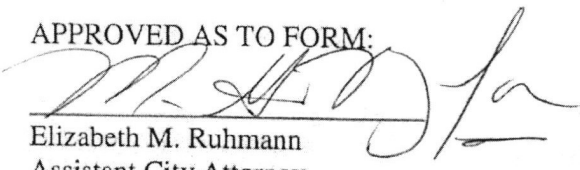
18-1033-139/850263




Frank J. Garza
December 21, 2018
Page -3

Office of the City Attorney

APPROVED AS TO FORM:


Elizabeth M. Ruhmann
Assistant City Attorney

AGREED AND ACCEPTED:

By: 
Frank J. Garza

Date: _____

Karla M. Nieman – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov

18-1033-139/850263

ADDENDUM 1

CITY OF EL PASO OUTSIDE COUNSEL TERMS OF ENGAGEMENT

I. Representation

You ("Outside Counsel") will coordinate all aspects of representation with the City Attorney. Copies of all pleadings, legal memoranda and correspondence shall be submitted to her. All policy decisions, including but not limited to all settlement actions, shall be made by this Office. Any questions regarding such matters shall be directed to the City Attorney. Please note that formal action by the El Paso City Council may be required to approve certain actions, including settlement. No contact with City Officials regarding this matter shall occur without prior notice to the City Attorney. All such contact shall be coordinated through the City Attorney.

II. Calculation of Fees and Invoicing

Payment for services rendered will be made monthly, based upon the number of hours actually worked, and according to the Rate Schedule attached as Addendum 2. All attorneys assigned by you to work on this matter must be identified on the Schedule. Should an attorney be added at a date later than this Agreement, you shall provide a copy of his or her resume and billing rate to the City Attorney. A copy of all invoices, bills, and receipts for travel expenses shall be attached to the invoice. All invoices for professional service shall be submitted on your letterhead. The invoice shall describe in reasonable detail the services performed, the time spent, the applicable billing rate, and the attorney performing the services. The negotiated hourly rates attached shall include all overhead and internal charges associated with your firm's practice. The City shall not pay for overhead or law firm costs associated with services of secretaries, word processors, librarians, investigators or other support staff. Your firm should avoid assigning multiple attorneys to attend meetings or participate in conference calls unless it is approved by the City Attorney or her designee. Your tax identification number must be included on all invoices. Along with the invoices, the attached vendor form must be completed and returned before payment can be processed.

III. Expenses

You agree to pay timely for all reasonable expenses incurred during the representation of the City in this matter, including litigation expenses, if applicable, from the 4% paid to you pursuant to the agreement for payment of routine expenses. Travel expenses, cost for deposition, court transcripts, or transcripts of administrative proceedings are not part of the 4% fee and will be reimbursed by the City separately upon provision of invoices showing such expenses. The mode of travel whenever feasible shall be by air travel by commercial carrier and shall be the most economical available, but in any event shall never exceed coach fare by air. The City of El Paso will not reimburse you for air travel expenses in excess of standard coach or economy fares. Reimbursement for automobile mileage shall not exceed the amount per mile deductible under the Internal Revenue Code as a business expense. The amount paid by the City for lodging and meals shall not exceed those established in the most recent GSA schedule that the Federal Government allows for travel. Expenses over and above the limits set forth herein shall be borne solely by Outside Counsel and shall not be reimbursed under this Agreement.

IV. Expenditure Ceiling for Representation

The total cost of fees and expenses to the City for representation in this matter, other than those fees and expenses excluded in paragraph III, shall not exceed the 4% amount set forth in the agreement. In the event of any unforeseen circumstances during the course of representation that may lead to a cost overrun,

you will notify this office promptly in writing, identifying the contingency and its anticipated cost impact. The City will not honor any invoice for an amount in excess of this Agreement or modification thereof.

V. Audit Expenses

Should you be asked, at any time, to provide information to the City or the City's representatives, concerning your representation in this matter, including, but not limited to city auditors (be they City employees or professionals hired by the City to audit the City's records) or the city finance department; you will provide such information at no additional cost to the City, unless the City Attorney or her representative agree in writing, in advance, to additional charges.

VI. Consultant and Experts

If it becomes necessary to retain consultants or experts in this matter, written approval must be obtained from the City Attorney. Fees for consultants and expert witnesses must be invoiced in the manner and with the particularity described above. The City cannot pay outside consultant or expert invoices directly if he or she was not hired directly by the City.

VII. Right to Audit

The City shall have the right to inspect and audit all books, records and documents of your law firm pertaining to this engagement at any reasonable time, at City expense, and to the extent necessary to verify the accuracy of any statement, charge or computation.

VIII. Conflict of Interest

Your firm may be asked to represent various clients whose interests may be adverse to those of the City. By signing this Agreement, the undersigned affirms that, at present, no such conflict exists. Furthermore, during the course of this representation, your firm shall refrain from representing clients whose interests may conflict with those of the City. Should such a conflict arise, you shall contact the City Attorney immediately to discuss the situation.

IX. Termination of Agreement

It is understood that the City may terminate this Agreement with or without cause at any time. Upon receipt of a written request by the City, the firm shall immediately discontinue work under the Agreement. Thereafter, only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed. All such services must be expressly authorized in advance and in writing by the City Attorney.

It is agreed and understood that all files, reports, exhibits, pleadings, data compilations, memoranda and other work product produced under this Agreement are the property of the City of El Paso. Upon termination, all files, reports, pleadings and memoranda shall be sent to the City as directed in writing by the City Attorney, without additional charge. A copy of the information may be retained by your firm at your own expense.

X. Insurance

The law firm shall carry professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence, and shall not permit such insurance to be canceled or lapse during this

engagement. The law firm shall provide an insurance certificate or other proof of insurance to the City upon request.

XI. Ethics

In providing legal Services to the City, the law firm and each attorney providing services to the City shall fully comply with the Texas Disciplinary Rules of Professional Conduct. The law firm shall promptly notify the City if any disciplinary action or malpractice action is instituted against the law firm or an attorney providing services to the City.

XII. Assignment

The law firm may not assign this Agreement in whole or in part or subcontract any legal services without the prior written consent of the City Attorney.

XIII. Applicable Law

This Agreement and all disputes concerning this Agreement shall be governed by the laws of the State of Texas. Venue of any civil action between the parties regarding this Agreement shall lie exclusively in El Paso County, Texas. All obligations of the parties shall be deemed performable in El Paso County, Texas.

XIV. Monthly Report to Client Required

Your firm shall submit to the City Attorney a written report for each calendar month outlining the time spent, actions taken, reasonable travel expenses incurred, and major events regarding the subject matter of this Agreement. Such reports shall be due no later than the 5th day of each month occurring during the term of this Agreement. Said reports shall be kept confidential to the extent allowed by law.

XV. Entire Agreement

This Agreement, together with the cover letter, attached fee schedule and addenda, shall constitute the entire agreement and understanding of the parties concerning the engagement of the law firm. There shall be no amendment or modification to this Agreement, except in writing signed by all parties.

XVI. Severability

In case any provisions of this Agreement shall be declared invalid, illegal or unenforceable by a court or an agency of competent jurisdiction, such declaration shall not affect the remainder of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ADDENDUM 2

Fee Schedule

All of the fees of Frank J. Garza of Davidson Troilo Ream & Garza, shall be paid at the following hourly rates; provided, however, that such fees shall not exceed \$10,000.00, including expenses, without the prior written consent of the City.

<u>Attorney</u>	<u>Hourly Rate</u>
Partners	\$290.00
Senior Associates	\$200.00
Associates	\$180.00
Paralegals	\$90.00