



**RESOLUTION No. 20120925-02**

**AN AGREEMENT WITH JORDAN LAW FIRM FOR LEGAL COUNSEL**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws; and

**WHEREAS**, the Board of Directors deems it necessary to contract with outside legal firms to advise TexAmericas Center regarding various legal matters to include: municipal law, real estate law, employment law and other matters pertaining to the operation of TexAmericas Center, and

**WHEREAS**, Jordan Law Firm has the necessary experience to advise TexAmericas Center regarding matters of legal liability and other matters pertaining to TexAmericas Center;

**NOW, THEREFORE**, be it resolved by the Board of Directors that the Executive Director/CEO, William V. Cork, shall be and is hereby authorized to execute a contract with Jordan Law Firm on terms substantially the same as those attached hereto.

**PASSED and APPROVED this 25<sup>th</sup> day of September, 2012**



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**Denis Washington, Chairman of the Board**

**ATTEST:**



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**Wayne Cranfill, Secretary-Treasurer**

Attached: FY13 Transaction Fee Agreement

## ATTORNEY RETAINER AGREEMENT

This is an agreement between **TEXAMERICAS CENTER**, hereinafter referred to as "Client," and **JORDAN LAW FIRM, L.L.P.**, Texarkana, Texas, hereinafter referred to as "Attorney," entered into on the date set forth below.

1. **Matter Covered:** Client hereby retains and employs Attorney, and Attorney hereby agrees to represent Client, in connection with the following:
  - A. General representation of TexAmericas Center regarding such matters as may be specifically requested by TexAmericas Center for the period of October 1, 2012, thru September 30, 2013
  - B. Representation regarding Environmental issues pending before the Texas Commission on Environmental Quality as may be specifically requested by TexAmericas Center for the period of October 1, 2012, thru September 30, 2013.
2. **Services to Be Performed by Attorney:** Attorney agrees to perform the legal services necessary in representing Client with regard to said matter, including where necessary preparation of documents, negotiation of terms of documents, attending execution of documents and closing of transactions.
3. **Service Not Covered by This Agreement:** No services, other than those described in Paragraph 2, above, are covered by this Agreement.
4. **Fee and Deposit:** The fees owed and due from the Client shall be computed by multiplying the total number of hours expended by Attorney and Attorney's support staff multiplied by the specified hourly rate. Although the Attorney's fees will be based primarily upon time expended, Attorney will also give consideration to the novelty and difficulty of the issues involved in your representation, the skill required to perform the task properly, the result obtained and any time limitations imposed by the Client or by circumstances of the case.

Attorney and Attorney's support staff will charge and bill to client on a periodic basis at Attorney's option fees for services based upon the hourly rate in effect. The current rates are as follows:

A. For services performed pursuant to Section 1.A above:

\$280.00	per hour for Raymond W. Jordan's time;
\$240.00	per hour for Phillip W. Jordan's time;
\$225.00	per hour for Michael Unger's time; and

\$75.00-\$100.00 per hour for support staff while performing paralegal or legal assistant duties.

B. For services performed pursuant to Section 1.B above:

\$315.00 per hour for Raymond W. Jordan's time;  
\$275.00 per hour for Phillip W. Jordan's time;  
\$250.00 per hour for Michael Unger's time; and  
\$75.00-100.00 per hour for support staff while performing paralegal or legal assistant duties.

Client understands that Attorney's time includes conferences, correspondences, telephone conversations, email communications, voice mail communications, facsimile communications, research, preparation of pleadings and/or documents, Court appearances, travel time and all time incurred by Attorney and Attorney's support staff in representing Client. The minimum unit of time for any service is .25 hour.

Attorney requires an initial retainer of \$(waived). Responsibility to provide legal services will be accepted and work will begin when Attorney receives said initial retainer. The retainer will be deposited into the firm's client funds account and applied against Attorney's final invoice. Client will be refunded any unused portion of the retainer or billed for any sums owed after the retainer is applied to the final invoice.

Periodically Attorney will provide you with a statement of our fee for services calculated at the prevailing rates of Attorney's personnel who are involved in your representation.

Client agrees to pay Attorney's statements within thirty (30) days of their date. Any statement not paid within that thirty (30) day period will be overdue and may be assessed a late charge on the total unpaid balance of fees, expenses, costs and disbursements at the rate of 0.83333% per month (10.00 annual percentage rate). All late charges are due and payable on the first day of each subsequent thirty (30) day period. In the event that it should become necessary to retain an Attorney to collect any fee, expense or costs under this agreement, you agree to pay any Attorneys' fees and costs incurred regardless of whether suit is filed or not.

5. **Costs and Expenses:** At all stages of the proceedings, Client agrees to pay all costs, expenses and disbursements incurred by Attorney and reasonably required for

handling Client's case. This includes, without limitation, filing fees, service fees, charges for depositions, investigators, copying of documents, jury fees, fees for expert witnesses and consultants, other witness fees, facsimile charges of \$0.75 per page, computerized legal research and lien search fees, long distance telephone charges, delivery fees, postage, travel expenses, and food and lodging outside of Texarkana, Texas.

In the event Client fails to pay any of the costs and disbursements aforesaid, Attorney may (but is not obligated to) advance and pay same on Client's behalf. Any such advanced payments shall be repaid to Attorney by client upon demand, and without regard to the outcome of the legal action on Client's behalf.

6. **Attorney's Lien:** Client hereby grants Attorney a lien on Client's claim and any cause of action filed thereon to secure payment to Attorney of all sums due under this Agreement for legal services rendered and costs advanced, if any.
7. **Attorney's Right to Withdraw:** Attorney reserves the right to withdraw at any time, if in his opinion, it will not be feasible to proceed in this matter.
8. **Association of Counsels:** Client hereby grants Attorney authority to associate other Attorneys to work with Attorney in the representation of Client. Client acknowledges that the decision of which other Attorneys, if any, to be associated shall be made by Attorney. Fees paid to associated Attorneys shall be paid by Client upon the same terms as provided herein. Client acknowledges that the association of other Attorneys to assist in the handling of Client's case will be made for purposes of acquiring expertise and/or additional resources to prosecute or defend the case in the best interest of the Client.
9. **Copy Received by Client:** Client acknowledges receipt of a copy of this Agreement concurrently with Client's execution thereof.
10. **Performance of Agreement:** This Agreement is performable in Bowie County, Texas. Client hereby consents to the jurisdiction and venue of any competent court sitting in Bowie County, Texas for adjudication of any claims arising from this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas.

Entered into at Texarkana, Texas, this 25<sup>th</sup> day of September, 2012.

ATTORNEY

**JORDAN LAW FIRM, L.L.P.**

By: Raymond W. Jordan

Raymond W. Jordan

#4 Woodmont Crossing  
Texarkana, Texas 75503  
(903) 831-6656 Telephone  
(903) 223-8598 Facsimile

CLIENT

**TEXAMERICAS CENTER**

By: William V. Cork

William V. Cork, Executive Director/CEO

107 Chapel Lane  
New Boston, Texas 75570  
(903) 223-8491 Telephone  
(903) 223-8742 Facsimile

## **NOTICE TO CLIENTS**

Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "The State Bar of Texas investigates and prosecutes profession 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, please call 1-800-932-1900. This is a toll-free telephone call."