

## AGREEMENT FOR INTERIM CITY ATTORNEY

State of Texas

County of Brazoria

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of Angleton Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and Texas First Group Replacement Service, Inc., (hereinafter referred to as "Texas First Group").

Texas First Group shall provide personnel appropriate to handle the responsibilities of Interim City Attorney of the City. As an incident to such responsibilities, the person or persons assigned by Texas First Group shall have all powers and duties as set forth in the City Charter, City Ordinances, City Policy, and State law and as further delegated by the Mayor and City Council. The parties anticipate that Herb Prouty shall initially handle the Interim City Attorney responsibilities during the term of this agreement. The parties agree and acknowledge that Texas First Group, Herb Prouty, and any other individual assigned by Texas First Group to provide services under this agreement may continue professional consultation work for other clients during the term of this agreement, and further agree and acknowledge that time spent on such consultation will not be billed to the City.

Texas First Group acknowledges that its provision of services is at the discretion of the Mayor and City Council and that the Mayor and City Council may terminate this agreement at their discretion at any time, with or without cause. The hours of the work week for the Interim City Attorney shall be determined by the Mayor and City Council.

Texas First Group may assign personnel other than Herb Prouty to act as Interim City Attorney only with the prior express consent of the City.

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of \$ 51.00 per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group for any direct expenses incurred by the Interim City Attorney in connection with providing services performed for the City at City's request; 3) Provide adequate housing for the Interim City Attorney use during the period of this agreement; and 4) Pay automobile mileage (at the current IRS rate) for two roundtrips per month for Herb Prouty to and from his home in Denton, as well as for the use of his car for city business. If an individual other than Herb Prouty is assigned to act as Interim City Attorney as provided above, any similar reimbursement will be as agreed by the parties.

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City.

The parties agree that the person named above to handle the Interim City Attorney duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless Herb Prouty, and /or Texas First Group, and its owners, Kerry Sweatt and Don Davis, and/or any other individual serving as the Interim City Attorney under this Agreement from and against any and all claims, causes of action, damages, losses, and/or costs, including reasonable Attorneys' fees and expenses, resulting from or arising out of the services provided to the City pursuant to this Agreement to the extent such liability or costs are covered under any existing insurance policy or coverage under an interlocal agreement providing liability coverage to the City officials and employees while acting within the scope of their employment with the City. City agrees to obtain an endorsement to its insurance policy or interlocal agreement to provide coverage for the Texas First Group, and its owners, Kerry Sweatt and Don Davis.

To the extent permitted under its workers' compensation coverage, City will provide workers' compensation coverage for the Interim City Attorney while in the scope of performing services under this contract.

Notices to the parties shall be directed as follows:

To the City: J. Patrick Henry, III, Mayor  
City of Angleton, Texas  
121 S Velasco St  
Angleton, TX 77515-6023

To Texas First Group: Kerry Sweatt, Partner  
Texas First Group  
PO Box 157  
Leakey, TX 78873

The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged

herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of and venue in the District Courts of Brazoria County, Texas, and of the United States District Court for the Southern District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City of Angleton, Texas  
J. Patrick Henry III, Mayor

\_\_\_\_\_  
Texas First Group  
Kerry Sweatt

Attest: \_\_\_\_\_  
City Secretary