

ORDINANCE NO. 2012 - 004

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, TEXAS; APPOINTING EDUARDO XAVIER ESCOBAR TO SERVE AS THE FIRST MUNICIPAL COURT PROSECUTOR FOR THE CITY OF SANTA CLARA, TEXAS; APPROVING THE ATTACHED CITY PROSECUTOR SERVICE AGREEMENT; PROVIDING FOR: SEVERABILITY, A SAVINGS CLAUSE, MEETING OPEN TO THE PUBLIC AND AN EFFECTIVE DATE.

WHEREAS, the City of Santa Clara, Texas is a Type A general law City incorporated and functioning as such under the provisions of Chapter 11, Title 28, Revised Civil Statutes of Texas, 1925, as amended; and

WHEREAS, Chapter 29 of the Texas Government Code provides for the creation, jurisdiction and operation of a municipal court; and

WHEREAS, on February 8th, 2021 the City of Santa Clara, Texas created the Municipal Court; and

WHEREAS, the City Council of Santa Clara, Texas finds that the appointment of a Municipal Court Prosecutor is necessary to protect the public health, safety, and welfare of the City; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, TEXAS:

SECTION 1. APPOINTMENT OF MUNICIPAL COURT PROSECUTOR.

Eduardo Xavier Escobar is hereby appointed to serve as the first Municipal Court Prosecutor for the City of Santa Clara, Texas.

SECTION 2. SERVICE AGREEMENT.

The attached City Prosecutor Service Agreement, Attachment "A", is hereby approved and incorporated herein for all purposes as if the terms therein are written directly into this Ordinance.

SECTION 3. SEVERABILITY.

If any section, subsection, paragraph, clause, phrase, or provision of this ordinance or the application of any section, subsection, paragraph, clause, phrase, or provision to any person or circumstance is adjudged to be invalid, the invalidity shall not affect other section, subsection, paragraph, clause, phrase, or provision or applications thereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. SAVINGS CLAUSE.

This Ordinance shall remain in full force and effect, save and except as amended or repealed.

SECTION 5. MEETING OPEN TO PUBLIC.

It is hereby found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that the public notice of the time, place and purpose of said meeting was given as required.

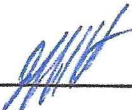
SECTION 6. EFFECTIVE DATE.

This Ordinance shall be effective upon passage and approval.

PASSED, APPROVED and ADOPTED ON the 8th day of February, 2021.

Ayes 4 Nays 0 Abstain 0





Jeff Hunt, Mayor

ATTEST:



Donna L. White, City Secretary

AGREEMENT FOR LEGAL SERVICES
Municipal Law-Prosecution Services

This Agreement for Legal Services ("Agreement") is made on February 8th, 2021 between Reese & Escobar, LLP ("Attorney"), 417 St. George, 2nd Floor or P.O. Box 887, Gonzales, Texas 78629 and the City of Santa Clara, Texas, 1653 N. Santa Clara Road/P.O. Box 429, Marion, Texas 78124 ("Client"). This agreement for legal services shall be for a term period of twelve (12) months, beginning April 1st, 2021 through March 31st, 2022.

1. **The Matter:** Client hereby employees Attorney Eduardo "Eddie" Xavier Escobar of Reese & Escobar, L.L.P. for representation for the matter(s) described below:

Any and all Municipal, Class C Misdemeanor Prosecution Services for the City of Santa Clara, Texas, including, but not limited to: Appearance in the City of Santa Clara, Texas Municipal Court for pre-scheduled Municipal Court hearings, conferences and trials at a frequency of once per month beginning April 2021, and every month thereafter, excluding the month of December of every year; Appearances as needed at City Council meetings; As needed conferences with the Santa Clara City Attorney, City Council Members, the Mayor, the City Marshall, the City Secretary, the Municipal Court Judge and the Municipal Court Clerk regarding Municipal Prosecution and procedures; Conferences with pro se Defendants or Defense Counsel regarding pending Municipal cases (in Court and out of Court); and any and all other matters related to the prosecution of citations written by the City of Santa Clara, City Marshall's Office.

Attorney agrees to provide legal services in the above matter(s) only. This agreement does not obligate the Attorney to represent the Client in any matters not listed above. If other matters arise, separate arrangements may be made between the Attorney and the Client.

2. **The Client's Obligations:**

- A. To pay Attorney reasonable attorney's fees. The following factors will be taken into consideration in determining the amount of reasonable fees, namely, the time and labor required, the novelty and difficulty of the questions, and the skill requisite to perform the legal service properly; the likelihood if any, that the acceptance of the employment will preclude other employment by the Attorney; the customary fee in the locality for similar legal services; the amount involved and the results obtained; the time limitations imposed by the Client or by the circumstances; the nature and length of the professional relationship between the Client and the Attorney; and the experience, reputation, and ability of the lawyer or lawyers performing the services.

The Client agrees to pay to Attorney a Flat Fee of \$1,000.00 per month for the above-described legal matter(s). Payment shall be made every month during Attorney's appearance in the Santa Clara Municipal Court, other than the month of December, unless it is later decided that Municipal Court will be held during the month of December. All checks shall be written to Attorney's firm, Reese & Escobar, L.L.P. and the firm, not the individual attorney, shall receive a 1099 at the end of the tax year for contract services rendered. The Client shall use the firm's Federal Tax Identification Number for all tax forms delivered to the firm at the conclusion of the calendar year. Said Federal Tax Identification Number is as follows: 83-0371142.

The above amounts are not refundable in part or whole and Client understands that the Flat Fee Agreement is due and payable, for every month subject to this agreement.

- B. To pay for professionals. Subject to the approval of the Client, the client authorizes the Attorney to employ certain professionals on behalf of the Client when such services are desirable or needed in the matter(s) described above. By way of example, these professionals may include court reporters, expert witnesses, consultants, appraisers, investigators, accountants, and mental health professionals. The Attorney will consult with the Client before the employment of any professionals and said retention of services are subject to the further approval of the client. If requested, the Attorney may request that the Client make advanced payments of those fees and expenses of such professionals, should they be needed. The Attorney will give the Client reasonable notice of the estimated amounts of these fees and expenses and the date when the payment is due. The Client understands that the Attorney is not obligated to pay these fees and expenses. The failure to make advanced payment, when requested and authorized, will result in the non-employment of the professional.
- C. To promptly inform Attorney of all changes in Client's address or telephone number, as soon as such changes occur;
- D. To keep all appointments with Attorney and if an unexpected event occurs that prevents Client from keeping an appointment, agrees to immediately notify Attorney when an appointment cannot be kept;
- E. To respond to Attorney's telephone calls or letters within 24 hours;
- F. To assist in furnishing witnesses as may be necessary for hearings and/or trial in the Santa Clara Municipal Court;
- G. To timely provide the names, address and telephone numbers of all persons the Client wishes to call at trial should said information be requested in advance by Attorney;
- H. To timely provide copies of all physical evidence to be used at trial which is in the Client's possession or which the Client can legally obtain without Court Order, and keep safe all such items until trial;

3. The Attorney's Obligations:

Generally:

- A. To use Attorney's best professional judgment in advising Client in regard to the case(s) presented in the Santa Clara Municipal Court;
- B. To represent Client to the best of Attorney's ability, within the limits of the law and professional ethics;

Pretrial Representation:

- A. To conduct a preliminary investigation into the facts and circumstances of all cases to be heard in the Santa Clara Municipal Court, legal research, and fully participate in all scheduled hearings in said Court;
- B. If applicable, to negotiate a settlement where possible and desirable for Client;
- C. If applicable, to prepare for contested hearings or motions;
- D. To appear at meetings and pretrial hearings on behalf of client; and

Trial Representation:

A. If applicable, to prepare for and prosecute all matters in a trial before a judge or jury in the Santa Clara Municipal Court.

4. **No Guarantees:** It is expressly understood and agreed that no guarantees or promises have been made about the outcome of the case(s) and the manner in which the case(s) is/are concluded, whether by trial, negotiation, or otherwise, and does not affect the amount of the fee unless specifically provided in this Agreement for Legal Services.
5. **Termination of Employment:** The Attorney shall terminate representation upon the occurrence of any of the following conditions: A member of the Attorney's firm is or should be a witness in a case before the City of Santa Clara Municipal Court or is otherwise disqualified; An attorney's physical, mental or psychological condition materially impairs the attorney's fitness to represent the Client; or the Attorney is discharged by the Client subsequent to the above-described agreement term.

The Attorney may withdraw from any further representation for any of the following reasons: The Client fails to pay fees or expenses required under this Agreement; The Client fails to cooperate and comply fully with any reasonable request of the Attorney; The Client engages in conduct or makes statements that render it unreasonably difficult for the Attorney to carry out the purposes of its employment; or The Client fails to abide by any of the terms of this Agreement.

Before the law firm terminates the relationship or withdraws from its representation of the Client, the Attorney shall first give ten days' written notice to the Client. The notice shall be by certified mail, return receipt requested and regular mail. Should the Client fail to sign for the certified notice and the uncertified notice not be returned undeliverable, notice will be deemed received three days after posting it in the U.S. mail, postage prepaid.

6. **General Provisions:**

Notice to Clients: 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 please call 1-800-932-1900. This is a toll free call.

The place of performance of this Agreement is in Guadalupe County, Texas. All fees and expenses are payable at the address of the Attorney or in person during appearances in the City of Santa Clara Municipal Court.

At the conclusion of the Attorney-Client relationship, Attorney does not retain paper documents of Client's file. Attorney will retain an electronic copy of any and all files in Attorney's possession.

In case of a dispute regarding this Agreement, Client and Attorney agree to submit to mediation.

Ten percent interest and reasonable attorney fees will added if it is necessary to collect in court any fees or expense the subject of this Agreement.

This Agreement is binding on all subsequent Members of City Council and the Mayor should different individuals be elected for those positions during the Agreement term.

This Agreement is the complete contract between Attorney and Client and can be modified only by an agreement in writing signed by both Attorney and Client or Client's authorized representative.


CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS ITS PROVISIONS, AGREES TO BE BOUND BY IT, CITY COUNCIL FOR THE CITY OF SANTA CLARA HAS, BY MAJORITY VOTE, APPROVED THIS AGREEMENT AND HAVE RECEIVED A SIGNED COPY OF THIS AGREEMENT.

SIGNED THIS 8TH DAY OF February 2021.

REESE & ESCOBAR, L.L.P. (Attorney)

(Client/Authorized Agent)

By: 
Eduardo "Eddie" Xavier Escobar, Partner
REESE & ESCOBAR, L.L.P.

By: 
Jeff Hunt, Mayor
City of Santa Clara, Texas

SECTION 5. MEETING OPEN TO PUBLIC.

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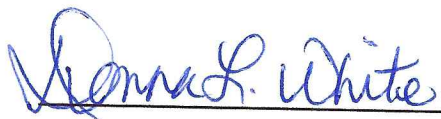
Ayes 4 Nays 0 Abstain 0





Jeff Hunt, Mayor

ATTEST:



Donna L. White, City Secretary