

OUTSIDE COUNSEL AGREEMENT

STATE OF TEXAS: COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE COUNTY OF EL PASO, hereinafter referred to as "the County" and RAY VALDEZ McCHRISTIAN & JEANS, P.C., by and through Jeff Ray, hereinafter referred to as "Counsel", have entered into the following agreement:

WHEREAS, GILBERT SANCHEZ, AN INDIVIDUAL ELECTED TO PUBLIC OFFICE, DISTRICT CLERK OF EL PASO COUNTY, hereinafter referred to as "the Client", has been identified in a lawsuit filed by JODE BEJARANO, in Jode Bejarano v. El Paso County and Gilbert Sanchez, El Paso County District Clerk, Cause No. 2009-4875 hereinafter ("the Lawsuit");

WHEREAS, said Lawsuit(s) involve(s) a matter of public interest and representation of the Client is appropriate;

WHEREAS, RAY VALDEZ McCHRISTIAN & JEANS, P.C., by and through CHRIS BORUNDA, desires to act as legal counsel to the Client with regard to the Lawsuit.

NOW, THEREFORE, in consideration of the mutual benefits to be gained by performance thereof, the parties agree as follows:

**I.
AGREEMENT**

The County Attorney for El Paso County hereby designates RAY VALDEZ McCHRISTIAN & JEANS, P.C., by and through CHRIS BORUNDA, as legal counsel for GILBERT SANCHEZ, AN INDIVIDUAL ELECTED TO PUBLIC OFFICE, DISTRICT CLERK OF EL PASO COUNTY, in the Proceeding for the purposes expressed herein. Said Counsel and Client accept such appointment and representation. The appointment of

Counsel terminates when the Lawsuit has been resolved, or upon termination as provided in this agreement.

II. DUTIES.

Counsel will assume the duties of legal counsel and advisor to the Client in his defense with respect to this Lawsuit.

No provision of this agreement shall interfere with the Counsel's professional independence and duty of loyalty to the Client, in accordance with the Texas Rules of Professional Conduct.

With regard to the scope and objectives of representation in this Lawsuit, the client has ultimate authority to determine the objectives to be served by the legal representation, within the limits imposed by law, Counsel's professional obligations and the agreed scope of representation. Counsel shall abide by the decision of the Client, to include, but not limited to:

1. decisions concerning the objectives and general methods of representation;
2. whether to accept a proposal for resolution of this Lawsuit
3. whether a plea of guilty or not guilty should be made to the court
4. whether to waive jury trial
5. whether the Client will testify

It is not required that Counsel discuss the course of conduct with the County Attorney's Office.

It is understood that no additional litigation, other than the litigation involved in this Lawsuit and unless expressly authorized herein, will be initiated by Counsel without the prior approval of the El Paso County Commissioners Court.

III.
COMPENSATION

As compensation for the legal services to be performed by Counsel in this case, the County agrees to pay for services actually rendered at the hourly rate of ONE HUNDRED FIFTY DOLLARS per hour (\$150.00). Further, the Client expressly consents to payment of Counsel's services by the County of El Paso.

All statements for legal services and expenses incurred will be submitted in writing to the County Attorney's Office on a monthly basis in a form to be prescribed by the County Attorney's Office. The County Attorney will review the bill and submit the bill for payment on a monthly basis upon a determination that all charges are necessary and proper. In submitting these statements to the County Attorney's Office, Counsel is certifying the following: that invoices have been carefully reviewed for detailed description of the services performed, that the legal services have been performed in compliance with the contract, that the charges and expense shown on the invoice are reasonable and necessary and that all appropriate and required supporting documentation is attached.

It is understood that the County shall be entitled to the reimbursement of attorney's fees and/or costs should same be recovered by any legal remedy by Counsel in connection with this matter.

IV.
CONFIDENTIALITY

During the term of this appointment, as well as thereafter, Counsel agrees to keep all information, not otherwise open to the public under Chapter 552 of the Texas Government Code, pertaining to the representation of the Client and its personnel confidential and will

not use any such information to the detriment of the County or its officers or employees at any time.

V.
CONFLICT OF INTEREST

Counsel affirms and agrees that he is unaware of the existence of any conflict of interest which would preclude the representation undertaken herein. Counsel certifies that all representation, within the last calendar year, by Counsel, of an interest adverse to the County and/or any of its agencies, boards, commissioners, or elected or appointed officials, is fully disclosed in the Addendum.

Counsel further affirms that should a conflict of interest develop between Counsel, and the Client during the term of the contract, Counsel will promptly notify the Client and the County Attorney's Office of the conflict or potential conflict.

VI.
CANCELLATION

This appointment is subject to immediate cancellation at any time by the Client or the County Commissioners Court upon written notice to Counsel.

In the event of cancellation of the Agreement prior to the completion of the term of appointment specified herein, Counsel shall be entitled to the compensation earned to the date of termination as well as all reasonable expenses incurred.

VII.
INDEPENDENT CONTRACTOR STATUS

Nothing contained herein shall be construed as creating the relationship of employer and employee between Counsel and the County. Counsel shall be deemed at all times to be an independent contractor. In carrying out the terms of this contract, Counsel shall select its own employees and such employees shall be and act under the exclusive and complete

supervision and control of Counsel.

VIII.
GENERAL PROVISIONS

This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas.

Counsel agrees to indemnify the County for any claims arising out of Counsel's performance of duties hereunder.

Counsel [and all employees or other agents of Counsel performing services under this agreement] shall maintain professional malpractice insurance covering services performed under this agreement. The limits of this insurance coverage shall not be less than \$ 100,000 for any one incident and \$ 300,000 aggregate. If requested, Counsel shall provide written proof of insurance to the County.

Counsel designates CHRIS BORUNDA as contact person for the firm with the Client, the County of El Paso, and the Office of the County Attorney. All communications from the Client, the County of El Paso or the Office of the County Attorney regarding any litigation assigned to Counsel shall be directed to the firm's contact person unless otherwise agreed to in writing by Counsel and El Paso County and the County Attorney's Office.

Counsel shall have no right to assign or otherwise transfer any rights or obligation under this agreement without prior written consent of the El Paso County Commissioners Court.

If any term or provision of this agreement, or any application of any term or provision of this agreement, is held to be unenforceable, the unenforceability of that term, provision or application shall not affect the enforceability of any other term, provision, or application.

Venue for any legal proceedings involving this contract shall be in El Paso County, Texas.

This contract, including Addendum I: Conflict of Interest by Attorney, comprises the entire agreement between the parties regarding the matters addressed.

Any amendment or modification to this contract shall be in writing and signed by the Client, the El Paso County Judge, and Counsel.

EFFECTIVE this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties have executed this agreement at El Paso, Texas on this the _____ day of _____, 2009.

ATTEST:

By: _____
EL PASO COUNTY CLERK

By: _____
COUNTY JUDGE
For the County of El Paso

By: _____
CHRIS BORUNDA
Ray Valez McChristian & Jeans, P.C.
5822 Cromo Drive
El Paso, Texas 79912
Telephone: (915) 832-7200
Telecopier: (915) 832-7333

By: _____
GILBERT SANCHEZ
An Individual Elected to
Public Office
District Clerk of
El Paso County

ADDENDUM I

DISCLOSURE OF CONFLICT

Cause or Claim Number

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.