



ORDINANCE NO. 183-2024

AN ORDINANCE OF THE CITY OF PATTISON, TEXAS, APPOINTING TIMOTHY B. KIRWIN OF KIRWIN LAW FIRM, PLLC, AS CITY ATTORNEY AND CHIEF LEGAL OFFICER; LAW OFFICES OF RYAN HENRY, PLLC, AS ASSISTANT CITY ATTORNEY; MESSER FORT AS HUMAN RESOURCES ATTORNEY; AND PROVIDING FOR SEVERABILITY.

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WHEREAS, Texas Local Government Code provides that the governing body by ordinance shall provide for the election or appointment of municipal officers with the City Attorney being an enumerated municipal officer; and

WHEREAS, the City Council desires to appoint an Assistant City Attorney and Human Resources attorney to assist Kirwin Law Firm, PLLC;

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

Section 1. The facts and recitations contained in the preamble of this ordinance are true and correct and incorporated herein for all purposes.

Section 2. Timothy B. Kirwin with the Kirwin Law Firm, PLLC, is appointed City Attorney and Chief Legal Officer of the City of Pattison, Texas.

Section 3. City Council ratifies all past actions of Timothy B. Kirwin and Kirwin Law Firm, PLLC.

Section 4. The City Council approves the Engagement Agreement with Kirwin Law Firm, PLLC attached hereto and incorporated herein for all purposes as Exhibit "A."

Section 5. The Law Offices of Ryan Henry, PLLC, is appointed Assistant City Attorney of the City of Pattison, but such Firm may only be used with the approval of Timothy Kirwin.

Section 6. Messer Fort is appointed Special Counsel for Human Resources needs, but such Firm may only be used with the approval of Timothy Kirwin.

Section 7. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part

declared to be invalid or unconstitutional; and the City Council of the City of Pattison, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this, 13th day of June, 2024.



Mayor, Daphney Kirby

ATTEST:



Lorene Hartfiel, City Secretary

Exhibit "A"

KIRWIN LAW FIRM, PLLC TIMOTHY B. KIRWIN



HOURLY FEE AGREEMENT

LAW FIRM RETAINED: The Client, City of Pattison, Texas, (hereinafter referred to as "Client"), hereby agrees to retain and does retain the KIRWIN LAW FIRM, PLLC (hereinafter referred to as the "Firm"). The Firm agrees to provide legal services to the Client, in connection with the following legal matters: City Attorney and Chief Legal Officer services.

The Firm agrees to perform legal services which, in the exercise of its professional judgment, it deems necessary and appropriate to represent the Client's interest in such legal matters. The Firm will consult with Client regarding legal matters and keep Client informed as to developments which it considers significant. The Firm reserves the right to assign lawyers and other personnel of its choice to perform legal services, to hire experts it deems necessary, to engage in discovery it thinks desirable, and in all ways determine the conduct of any legal issue and case. The Client will promptly respond to requests for assistance and information.

NO GUARANTEED OUTCOME: The Client understands that the Firm has made no representations concerning the successful outcome of any claim, demand, lawsuit, hearing, negotiation, motion, appeal, administrative proceeding, mediation, arbitration, settlement, or other similar contested or uncontested matter or matters nor has Firm guaranteed any result or outcome. The Firm has not guaranteed that it will obtain reimbursement to the Client of any of its costs or expenses, including but not limited to court costs or attorney fees, resulting from representation hereunder.

HOURLY FEE ARRANGEMENT: The Firm will bill the Client directly on a monthly basis. The invoices shall be paid no later than forty-five (45) days after receipt. No retainer will be required upon execution of this agreement. The Client is to pay and be responsible for paying all costs, taxes, and expenses related to the Firm's efforts on the Client's behalf, if applicable.

Firm rates: \$225.00/hour for general legal services and litigation for any attorney selected to work on Client matters at the sole discretion of Timothy Kirwin; \$90.00 for paralegal. Timothy Kirwin may select, retain, and use any attorney with another firm as he deems appropriate and necessary to carry out Client representation regardless of such firm's rate.

IOLTA DISCLOSURE: You are hereby notified that all funds deposited in the Firm trust account, including your funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation under orders of the Texas Supreme Court. This Firm receives none of the interest so earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation.

ATTORNEY'S OBLIGATION TO THE COURT SYSTEM: Pursuant to Section 9.001 et seq. of the Texas Civil Practice & Remedies Code and Rule 13 of the Texas Rules of Civil Procedure, the signature of an attorney on any pleading or pleadings, motion or other paper means that to the best of the attorney's knowledge, information and belief, formed after reasonable inquiry, that such instrument is not groundless nor brought in bad faith, nor brought for the purpose of harassment. The rule further provides that an attorney or a party who brings a fictitious suit as an experiment to get an opinion of the court or files any fictitious pleading in a cause for such a purpose or makes statements in pleadings which they know to be groundless and false for the purpose of securing a delay of the trial of the cause shall be guilty of a contempt of the court. "Groundless" for the purpose of Rule 13 means that there is no basis in law or fact and not warranted by good faith argument for the extension, modification, or reversal of existing law. Rule 11 of the Federal Rules of Civil Procedure is a similar rule.

In light of Section 9.001 et seq. of the Texas Civil Practice & Remedies Code, Rule 13 of the Texas Rules of Civil Procedure and Rule 11 of the Federal Rules of Civil Procedure, the Client agrees that the Firm will not advance any spurious claims of fact or law in the advancement of the claim covered by this agreement. In the event of a conflict between the Firm and Client as to whether a proposed course of action violates or purports to violate these rules, resolution of that conflict shall be solely vested in the Firm. If the Client persists, at any time, in advancing a spurious claim of fact, the Firm may treat this contract as breached, may withdraw from the representation, may withdraw from any litigation, and shall be entitled to whatever rights that the Firm would otherwise have for breach of contract.


The State Bar Act, effective September 1, 1991, requires all attorneys practicing law in Texas to notify their clients of the existence of the grievance process. 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, you may call 1-800-932-1900. This is a toll-free telephone call.

TERMINATION: The Firm may terminate the representation of the Client at any time providing written notice from Firm to the Client of such termination. The Client may terminate the Firm in accordance with Texas Local Government Code, Section 22.077. The Firm has the right for immediate reimbursement for any costs outstanding. Any monies on deposit or in trust held on behalf of the Client will be refunded to the Client upon the termination less any costs, invoices, or unbilled time

SEVERABILITY: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SIGNED the 13th day of June, 2024.

KIRWIN LAW FIRM, PLLC

By: 
Timothy B. Kirwin, For the Firm

ACCEPTED AND AGREED this 13th day of June, 2024.

CLIENT: City of Pattison, Texas

By: 
Mayor, Daphney Kirby