

PROFESSIONAL SERVICES PROPOSAL AND AGREEMENT FY 2017-2018

The following is a proposal made by Leslie B. Vance to Burnet County for legal services as specified and set forth. Burnet County shall have attorney Leslie B. Vance represent its interest on civil matters pertaining to County interest in non-litigation matters under the following terms and conditions.

1. Leslie B. Vance shall serve as advisor to Burnet County Commissioners' Court as directed by the Burnet County Attorney, Eduardo Arredondo who shall consult with members of the Burnet County Commissioners Court regarding projects requiring services.
2. In performing these duties, Leslie B. Vance shall serve as an Assistant County Attorney but shall not be given any county office space, county phone, county computers, or county equipment to perform his responsibilities. Leslie B. Vance shall be performing contract labor as assigned by his superior, the Burnet County Attorney. All decisions regarding employment and job assignments shall be made by Burnet County Attorney with consultation with the Burnet County Judge.
3. Attendance at Burnet County Commissioners' Court meetings will not be expected unless work assigned requires consultation with the Commissioners' Court as assigned by the County Attorney. The intent is to recognize that Leslie B. Vance will be receiving a lesser amount of pay for his services than previously paid and so said regular attendance is considered excessive.
4. At the direction of the Burnet County Attorney, Leslie B. Vance shall assist in preparation of all Court agendas.
5. At the direction for the Burnet County Attorney, Leslie B. Vance shall review and prepare contracts with other governmental entities and/or third party entities concerning business for Burnet County.
6. Leslie B. Vance shall assist the Commissioners Court on any and all non-litigation legal matter and shall be present as needed at any Commissioners' Court meeting as directed by the Burnet County Attorney.
7. Leslie B. Vance shall be available to all Commissioners' Court officials for consultation on any legal matter affecting Burnet County as assigned by the Burnet County Attorney.
8. Leslie B. Vance shall assist any County Commissioner and the County Judge on any constituent matter that affects Burnet County as assigned by the Burnet County Attorney.
9. Leslie B. Vance shall be available to act as an advisor and/or representative of the Burnet County on any civil matters regarding County business where no conflict of interest arises as assigned by the Burnet County Attorney. This work shall not constitute actual litigation services or work in anticipation of litigation.
10. Leslie B. Vance shall assist any requesting Burnet County Department Head with legal advice on any issue regarding Burnet County as assigned by the Burnet County Attorney.

Burnet County agrees to pay an attorney's fee in the amount of \$6,000.00 for the fiscal year of 2017 and 2018, beginning October 1, 2017 and ending September 30, 2018. Burnet County agrees to pay this fee by creating a separate line item in the budget of the Burnet County Attorney Office and make payments

on a monthly basis. As the work required is on a contract basis, Burnet County shall not withhold any amount of Federal Withholding Tax, Social Security Tax, Medicare Tax, or Retirement. Leslie B. Vance recognizes that he shall not be receiving any workers compensation, supplemental death benefits, and/or matching funds for Medicare, Social Security and Retirement in relation to this contract labor agreement.

Burnet County understands the purpose of the agreement is the retention of a civil attorney for non-litigation matters on a contract basis.

Signature of this proposal by the Burnet County Judge, James Oakley, constitutes an agreement that has been approved by the Burnet County Commissioners' Court.

Signed and executed with duplicate originals on this 10th day of October, 2017.

Attorney:


LESLIE B. VANCE

BURNET COUNTY JUDGE


HON. JAMES OAKLEY