

AG 15-315

AGREEMENT

THIS AGREEMENT entered into between the CITY OF STOCKBRIDGE and MICHAEL J. WILLIAMS, as City Attorney shall be as follows:

1.

MICHAEL J. WILLIAMS, as City Attorney, shall serve as Legal Advisor to the Mayor, City Council, the City Manager, and the City Department Heads on matters pertaining to their duties, to monitor and consult with litigation attorneys for the City in litigation, draft all contracts, ordinances or other documents needed by the City, and to render such other legal services as may be required by the City Charter, City Council and/or City Manager.

2.

The City Attorney shall monitor and consult with all attorneys retained to prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested or which may be brought against or by any officer of the City on behalf of the City or in capacity of such person as an officer of the City. This Agreement recognizes the right of the City's insurance carriers to designate other legal counsel to represent the City in certain legal actions to which they may be a party.

3.

It shall be the duty of the City Attorney to see to the full enforcement of all judgments or decrees rendered or entered in favor of the City and of all similar interlocutory orders.

4.

The City Attorney shall be the legal advisor of the City and shall render advice on all legal questions affecting the City whenever requested to do so by the Mayor, City Council, or

City Manager. Upon request by the Mayor, City Council, or City Manager, he shall reduce any such opinion to writing.

5.

It shall be the duty of the City Attorney to see to the completion of all special assessment proceedings and condemnation proceedings.

6.

It shall be the duty of the City Attorney to draft or supervise the phraseology of any contract, lease, or other documents or instruments to which the City may be a party and upon the request of the Council to draft ordinances covering any subject within the power of the City.

7.

(a) In consideration of the payment for legal services in addition to any services required to be performed by the City Attorney under the City Charter, the City Attorney shall perform the following City legal services. These services shall be performed after receiving the approval of the Mayor, City Council Members or the City Manager.

- (1) Attend regularly scheduled periods at City Hall for the purpose of consultations and advice with the Mayor, City Council, City Manager, and Department Heads;
- (2) Prepare and/or review all contracts, leases, ordinances, documents or other instruments relating to City business;
- (3) Attend regular or called City Council meetings; and
- (4) Provide telephone consultations and advice with the Mayor, City Council and City Manager.

- (5) Be present at City Hall for at least 4 hours during each business day unless excused by the City Manager or the Mayor and Council.

(b) Compensation

- (1) The City Attorney shall be compensated at the flat rate of \$10,000 per month for all non-litigation legal services.
- (2) In addition, the City Attorney shall be compensated at the flat rate of \$2,500 per month for all services related to litigation including the monitoring of and consultation with attorneys retained for the purpose of representing the City in any and all litigation.
- (3) Should the City participate in any bond financing or similar transaction (excluding the current SPLOST financing), the City Attorney shall be compensated for issuing any legal opinion at the rate of \$2.50 per \$1,000 in debt issued or as otherwise negotiated in accordance with industry standards after consultation with bond counsel retained by the City.

(c) Additional considerations

- (1) Before performing any work, the City Attorney shall confer with the City Manager as to requests for legal services from Department Heads of the City.
- (2) The City Attorney will provide monthly project status reports.
- (3) The City Attorney will meet with the City Manager weekly to discuss ongoing projects.

This Agreement shall become effective upon the date executed, shall apply to the remainder of the 2015 Fiscal Year for Stockbridge and shall remain in full force unless extended or terminated between the parties hereto. Notice of extension or termination shall be in writing and not less than thirty (30) days prior to the effective date for such extension or termination, provided however that the City may terminate this Agreement for convenience at any time.

WITNESSED AND EXECUTED THIS 27th DAY OF January, 2015.



ATTEST:

CITY OF STOCKBRIDGE


TIMOTHY L. THOMPSON, MAYOR


MICHAEL J. WILLIAMS


VANESSA HOLIDAY, CITY CLERK