

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R20-1209

**A RESOLUTION TO APPROVE MODIFICATION OF CONTRACT WITH
CITY ATTORNEY**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, it is proposed that the City's contract with the City Attorney be modified as shown on Exhibit A;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Contract Modification. The modification of the City Attorney contract is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

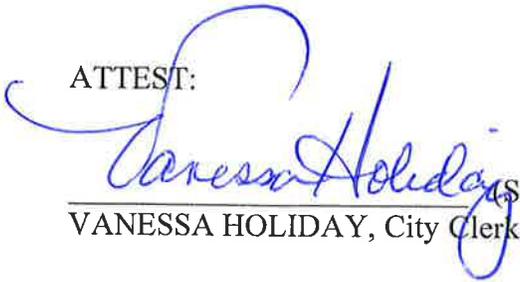
[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 29th day of September, 2020.



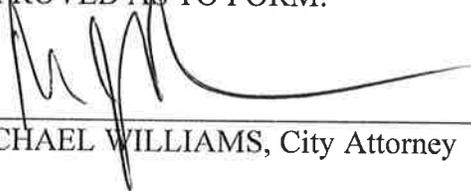
ANTHONY S. FORD, Mayor

ATTEST:



(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

EXHIBIT A

NEW CITY ATTORNEY CONTRACT

**STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE**

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 \$12,500 per month for all non-litigation legal services and for the monitoring of and consultation with attorneys retained for the purpose of representing the City in any and all litigation, if any.
- (2) In addition, the City Attorney shall be compensated at the hourly rate of \$200 for attorneys and \$150 for paralegals for all services related to the actual litigation matters (excluding nuisance abatement actions, which shall be covered under the amount set forth in subsection (1) above) by the City Attorney.
- (3) In lieu of receiving any legal fees for opinions written on behalf of the City for any bond financing or similar transaction, the City Attorney shall be entitled to receive a monthly payment equal to the monthly amount the City pays in premiums for its employees who opt for “self and family” for health, dental and vision insurance.

(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.

8.

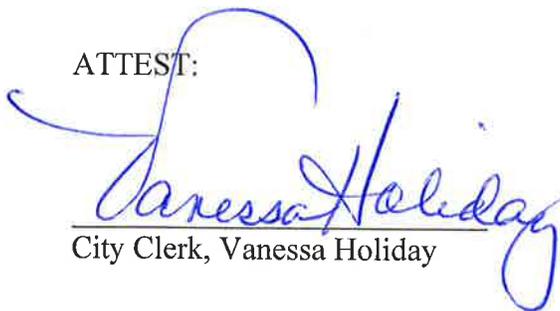
This Agreement shall become effective upon the date executed, shall apply to the remainder of the 2020 Fiscal Year for Stockbridge and shall remain in full force unless extended or terminated between the parties hereto. Notice of any termination shall be in writing and not less than thirty (30) days 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 29th DAY OF SEPTEMBER, 2020.

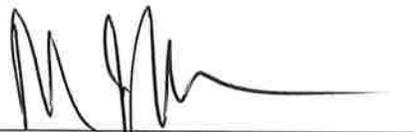
CITY OF STOCKBRIDGE



Mayor, Anthony S. Ford

ATTEST:


City Clerk, Vanessa Holiday



MICHAEL J. WILLIAMS