



THE WHALEN LAW FIRM

100 South Hill Street, Suite 524
Griffin, Georgia 30223

Telephone (770) 227-9456

January 4, 2016

Board of Commissioners
City of Griffin
One Griffin Center
100 South Hill Street
Griffin, Georgia 30224

Re: Services of City Attorney for 2016 - 2017

SERVICES OF CITY ATTORNEY:

Performance of all duties of the office of City Attorney, as specified by Charter, applicable laws, and ordinances, to include attendance by Andrew J. Whalen, III, or his designee, at all regular meetings of the Board of Commissioners, at regularly scheduled workshops, and at called meetings as required; Drafting and revision of ordinances and resolutions; Negotiation, drafting and review of routine contracts, leases, purchase orders and similar matters; Management of legal matters and claims, both prior to and in litigation; Rendering of legal opinions and advice to the Board of Commissioners, City Manager and Department Managers; Oversight of municipal policy on an on-going basis to reflect recent legal developments. The term of this agreement shall be January 1, 2016 through December 31, 2017.

ANNUAL RETAINER

\$ 120,000.00

Payable in twelve, equal installments of \$10,000.00 per month, due on the first of each calendar month, effective January 1, 2016. Actual out-of-pocket expenses and business mileage, at prevailing IRS-allowed rate, reimbursable monthly upon submission of statement, in addition to base retainer.

LEGAL SERVICES:

- (a) Litigation services rendered by The Whalen Law Firm in prosecuting and defending actions by or against the City of Griffin, its officers, employees, and agents, in Federal, State and Municipal courts and before administrative agencies will be billed at the rate of \$150.00/hour, plus actual expenses and related litigation costs. Where approved by the City Manager, outside counsel may be retained at negotiated rates or charges. Where outside counsel is retained, including defense counsel assigned by the City's liability insurer, such outside counsel shall report to and through the City Attorney.

- (b) Municipal Finance – The City Attorney shall serve as Issuer’s counsel in issuance of all revenue bonds and general obligations, including tax anticipation notes, lease/purchases and intergovernmental contracts evidencing debt. Due to the substantial degree of risk associated with such offerings, the City Attorney may associate, as needed, recognized bond, tax, securities, and disclosure counsel. Legal fees will be based upon customary and usual fees for similar transactions, and shall be due at time of closing. For revenue bonds, total legal fees of all counsel may be expressed as a percentage of the face amount of the issue, based upon customary practice. Other issuance costs may be charged in addition to legal fees. Services of the City Attorney relating to preparation and issuance of annual secondary securities disclosures shall be billed at the agreed hourly rate.
- (c) Representation of affiliated City boards, authorities, and commissions, as requested by the Commission or City Manager at the agreed hourly rate, plus expenses.
- (d) The City Attorney shall also serve as general counsel to the City’s enterprise operations (electric, gas, water, wastewater, storm water, and telecommunications). Services relating to representation of the utilities systems shall be billed at the agreed hourly rate, plus reimbursement of expenses and out-of-pocket expenses.
- (e) Real estate acquisitions and title examinations - When necessary to ascertain record ownership of real or personal property, the City Attorney may engage the services of a local title abstractor whose fees for certification of title in accordance with Georgia Title Standards may vary based on prevailing hourly rates for similar work or a percentage of the estimated fair market value of said property. Limited title examinations, when acceptable to the client, and document preparation/closing will be performed at agreed hourly rates. Additional charges for securing surveys, appraisals, title insurance, and recording fees shall be billed separately.

PROFESSIONAL LIABILITY INSURANCE:

During the period of this engagement, The Whalen Law Firm will maintain Lawyer’s Professional Liability Insurance (approved Georgia form) in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate, with a deductible not to exceed \$10,000.00. Upon request by the client, higher coverages may be secured for specific real estate, bond, tax and/or securities matters. In consideration of the premiums paid, this coverage shall specifically insure the legal services rendered by Andrew J. Whalen, III, and members of The Whalen Law Firm, but may not cover acts performed in his capacity as a public officer of the City, for which the City agrees to separately secure and maintain public officers errors and omissions coverage. Proof of coverage will be submitted to Client upon request.

SCOPE OF ATTORNEY/CLIENT RELATIONSHIP – CONFLICTS OF INTEREST:

The parties hereby acknowledge that legal services under this agreement will be provided by The Whalen Law Firm, as an independent contractor of the City of Griffin, Georgia. Compensation will be reported on an IRS Form 1099 and no withholding or remittance of Federal or State taxes, including FICA, shall be required; provided, however, it is understood that should specific duties, if any, be imposed on the individual holding the office of City Attorney by law whereby he or she shall be classified as a public officer of the municipal corporation, outside a normal attorney / client relationship, the City shall be responsible for any required compliance, including any withholding and reporting requirements.

The attorney/client relationship for public entities is defined by standards of practice, as promulgated in Rules of the Supreme Court of Georgia, which differ significantly from the attorney/private client relationship. For this reason, it is clearly understood and the parties agree that The Whalen Law Firm's client is the City of Griffin, as an organizational, legal entity, its officers and employees in an official capacity only, and not individual officers and employees of the City in their individual capacity. Where no disqualification or actual conflict of interest exists joint representation of the entity, its governing authority, officers and employees can normally be undertaken with consent of all parties. Before representation in any matter is undertaken, the assigned attorney will evaluate with the client(s) the potential for conflict or other disqualification and, if necessary, advise the client(s) as to the need for the retention of independent counsel.

Sincerely,

The Whalen Law Firm



Andrew J. Whalen, III
For the Firm

Approved and accepted,

This ____ day of January, 2016.

Chairperson, Board of Commissioners

Attest: _____
Kenny L. Smith, Secretary