

CITY COUNCIL
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City of Hogansville



David Milliron, City Manager
Lisa Kelly, City Clerk
Jeff Todd, City Attorney

400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: January 21, 2020 **SUBMITTED BY:** Lynne Miller

AGENDA TITLE: Legal Services Agreement for Upcoming USDA Grant/Loan

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The attached Legal Services Agreement is required by U.S. Department of Agriculture before we can close the \$50,000 grant/\$87,700 loan combination from USDA for three new Police vehicles. The proposed Legal Agreement is between the City and City attorney, to provide legal services for this grant/loan combo.

The agreement would provide necessary legal services for this project at \$185 per hour plus expenses. Total hourly billing will not exceed \$3,500 and total expenses will not exceed \$200.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

STAFF RECOMMENDATION (Include possible options for consideration)

Approve the proposed legal services agreement, so that the City can close a \$50,000 grant/\$87,700 loan for three needed PD vehicles.

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT**

Legal Services Agreement

This agreement made this ____ day of _____, 2019, between the **CITY OF HOGANSVILLE, GEORGIA**, hereinafter referred to as the "Public Body," and **JEFFREY M. TODD**, hereinafter referred to as the "Attorney."

WHEREAS, the Public Body is a political subdivision of the State of Georgia; and

WHEREAS, the Public Body intends to purchase three (3) police vehicles and two (2) security cameras to serve the City of Hogansville, Georgia; and

WHEREAS, the Attorney agrees to perform all legal services necessary to the planning, financing, and construction of the aforementioned purchases;

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the governing officials of the Public Body in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions and ordinances as may be necessary in connection with authorizations, financing, construction, and operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the improvements to the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through Rural Development; (g) entering into construction contracts; (h) preparation and adoption of ordinances concerning Rules and Regulations, rate schedules, etc.; and (i) such other corporate action as may be necessary in connection with the purchasing of the vehicles and equipment;

2. Review of any construction or procurement contracts, bid letting procedure, and surety and contractual bonds in connection therewith; and

3. Cooperate with the city officials regarding the preparation of any necessary title documents, permits, and other instruments.

SECTION B – COMPENSATION

1. The Public Body will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

The Public Body will pay the Attorney at the rate of \$185.00 per hour plus expenses. Total hourly billing will not exceed \$3500.00 and total expenses will not exceed \$200.00.

2. The fees specified in Paragraph 1 above will be payable monthly upon submission of appropriate invoice.

CITY OF HOGANSVILLE, GEORGIA (SEAL)

BY: _____
Mayor

ATTEST: _____
City Clerk

Jeffrey M. Todd, City Attorney