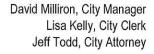
CITY COUNCIL
Mayor Bill Stankiewicz
Reginald Jackson, Post 1
Marichal Price, Post 2
Mandy Neese, Post 3
Mark Ayers, Post 4
Toni Striblin, Post 5

# City of Hogansville







## COUNCIL ACTION FORM

MEETING DATE:	January 21, 2	020 SU	BMITTED BY:	Lynne Miller	:	
AGENDA TITLE:	Legal Service	es Agreement for U	pcoming USDA C	Grant/Loan		
CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)						
Ordinance (No.	)	Contract	Informat	tion Only	Public Hearing	
Resolution (No.	)	Ceremonial	X Discus	sion/Action	Other	
BACKGROUND (Inc	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 needed PD vehicles.	l legal services a	greement, so that th	e City can close a \$.	50,000 grant/\$8	7,700 loan for three	

## UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

## **Legal Services Agreement**

	This agreement	made this	day	of			, 2019,	between	the
CITY	OF HOGANSV	/ILLE, GEO	PRGIA,	hereinafter	referred to	as the	"Public	Body,"	and
JEFFI	REY M. TODD,	hereinafter r	eferred to	o as the "At	tornev."			• •	

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:	
ATTEST: City Clerk	
Jeffrey M. Todd, City Attorney	