



Camden County, GA

200 East 4th Street,
Courthouse Square
P.O. Box 99
Woodbine, Georgia 31569

Master

Item Number: 6

Type: Regular Agenda

In Control: Board of County
Commissions

Agenda Date: June 15, 2010

Title:

Approval of Legal Services Agreement for Fiscal Year 2011.

Attachments

Copy of Approval of Legal Services Agreement for Fiscal Year 2011.

Title

Approval of Legal Services Agreement for Fiscal Year 2011.

Motions

Approve this item as presented by staff.

Other action the Board deems necessary.

Background

This agreement is for Legal Services by County Attorney O. Brent Green budgeted for Fiscal Year 2011. The monthly retainer & expense stipend reflected in this agreement are the same as FY 2010.

This is a budgeted item and funding is available in FY 2011 Budget.

Staff Recommendation

Staff recommends approval of this item as presented.

State of Georgia
County of Camden

AGREEMENT FOR THE RETAINING OF LEGAL SERVICES
FOR CAMDEN COUNTY FOR BUDGET YEAR 2010 THROUGH 2011

This AGREEMENT is made and entered into this 15th day of June 2010, by and between the Camden County Board of Commissioners, as party of the first part, (hereinafter referred to as "CCBC") and O. Brent Green, Attorney at Law, as party of the second part. (hereinafter referred to as "Attorney").

This Agreement for legal services shall be for the CCBC Budget year 2010 through 2011 and shall begin on July 1, 2010 and shall terminate on June 30, 2011, unless extended for an additional period of time as agreed by the parties hereto by and through a written Addendum to this Agreement.

CCBC does hereby retain the legal services of Attorney to provide legal services on behalf of the CCBC, the Camden County Government, the Elected Constitutional Officers of Camden County, the Solid Waste Authority (Enterprise Fund), Camden County Joint Development Authority (JDA), the Camden County Public Service Authority (PSA), the Camden County Board of Assessors (BOA), the Camden County Board of Equalization (BOE), the Camden County Library Board, the Camden County Board of Health, the Camden County Board of Registrars, Supervisor of Elections, appointed Independent Boards of Camden County as established by State Law and the CCBC, and any other legal representation as required by the CCBC so long as the legal representation conforms to State Law and the Attorney's Code of Ethics (Code of Professional Conduct) as established and amended from time to time by the State Bar of Georgia and the Georgia Supreme Court.

Attorney agrees to provide the below indicated legal services. The CCBC agrees to retain the services of Attorney and to compensate Attorney for legal services subject to the following terms and conditions as agreed to by both parties.

TERM: For the period beginning July 1, 2010 and terminating June 30, 2011, the CCBC shall pay to Attorney a monthly retainer of \$9,533.34, Nine Thousand Five Hundred Thirty-Three and 34/100ths Dollars, for legal services. Said retainer is due and payable on the last day of each month starting July 31, 2010 and continuing monthly thereafter on the last day of each and every subsequent month thereafter for the term of this Agreement. The aforesaid monthly retainer shall cover any and all legal services or representation provided by Attorney for the benefit of the Camden County other than those certain expenses as defined and stated herein.

SERVICES: Attorney shall provide necessary legal services to Camden County as required and as agreed to by the parties hereto. Attorney shall have complete control over his legal representation and operation without any managerial control by the CCBC.

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however Attorney shall keep the CCBC informed of all legal representation and shall seek approval from the CCBC to settlements of any actions. Said legal services shall include services such as attending any necessary scheduled meetings as established by the CCBC, the County Administrator, the individuals as defined above in paragraph 3 of this Agreement, court appearance, litigation services, legal research, brief writing, legal opinions, litigation discovery, real property closings and title work, the assisting of attorneys retained by the CCBC's insurance carriers in the defense of the Camden County and those certain individual(s) as defined in paragraph 3 of this Agreement. legally advising and providing legal services to the County Administrator, Members of the Camden County Board of Commissioners, County Department Heads, Constitutional Offices, Camden County Authorities and Agencies as stated in paragraph 3 of the Agreement as established by State Law and the CCBC and those certain individuals of the County both employees and appointed persons as approved from time to time by the County Administrator and the CCBC, said approval for aforesaid legal representation of individuals shall be approved by the CCBC in a lawfully assembly and spread upon the Official Minutes of Camden County.

EXCLUSIONS: This Agreement shall not cover nor include legal services of Attorney when appointed by the Courts which are the Federal, Superior, Juvenile, Probate and Magistrate Courts, to represent indigent individuals as ordered by the Court system.

COUNTY OFFICE SPACE: Attorney currently has been provided and assigned an office in the Government Services Building for his utilization when performing services for the Camden County, said office is provided with at working computer, printer, internet service, connected to the CCBC's system, desk, chair, book cases, updated Official Code of Georgia. Said office space as afore-described shall continue to be provided to Attorney during the term of this Agreement.

OFFICE EXPENSES: CCBC shall pay to Attorney a monthly expense stipend of \$1,250.00, One Thousand Two Hundred Fifty and no/100ths Dollars to cover those general expenses for the Camden County that arise from day to day such as copy costs, postage, courier services, long distance telephone service, fees to courts for obtaining necessary documents, travel expense. Said stipend is due and payable on the last day of each month starting July 31, 2010 and continuing monthly thereafter for the term of this Agreement.

ADDITIONAL EXPENSES: CCBC shall be responsible for any additional expenses incurred by Attorney for services on behalf of Camden County such as court filing fees, court reporters, transcript costs, travel expenses and lodging, required specialized training required of Attorney to benefit Camden County, witness fees, appraisal fees and other expenses as required and approved by the County Administrator as they may arise from time to time. Said additional expenses shall be billed to Camden County for payment.

ATTORNEY TRAINING: Attorney will attend county attorney legal seminars held during the term of this Agreement. CCBC shall be responsible for all costs associated with said training and seminars.

ATTORNEY CLIENT PRIVILEGE AND TERMINATION OF LEGAL SERVICES

ATTORNEY CLIENT PRIVILEGE: Attorney is retained to provide legal services as defined herein and as agreed herein; it is further agreed that Attorney represents the Board of Camden County Commissioners as a lawfully elected body and that Attorney must keep each individual Board Member informed as to the legal events as they may develop from time to time during the term of this Agreement, with the exception being that of Attorney Client Privilege that develops when Attorney has determined that the Attorney Client Privilege has attached to certain legal advice or services provided to individual(s) as envisioned by this Agreement.

TERMINATION OF SERVICES BY CCBC: CCBC and Attorney agree that Attorney is retained and serves at the pleasure of the CCBC, and that an orderly system must be established to terminate legal services should such an event develop. The termination of legal services pursuant to this Agreement shall be as follows; Termination of legal services by the CCBC shall only be perfected in a lawful assembly of the CCBC with all five (5) members of the Board of Commissioners present and voting of a Motion to Terminate Legal Services, with the Motion to Terminate Legal Services being approved by three (3) or more members voting to terminate legal services as established by this Agreement.

TERMINATION OF SERVICES BY ATTORNEY: Attorney may terminate this Agreement by providing to the CCBC a written ninety (90) notice that legal services are terminated delivered to the Chair of the CCBC with the understanding that Attorney will assist in an orderly transfer of legal responsibilities to the newly retained attorney.

TERMINATION COMPENSATION: In the event this agreement is terminated and attorney is required to provide transitional legal service to Camden County then Attorney shall be compensated at an hourly rated of \$200.00 plus expenses and costs to be paid upon being billed to the CCBC.

OTHER TERMS AND CONDITIONS

INVALID PARAGRAPH: In the event any paragraph or paragraphs of this Agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect and be construed as the agreement of the parties hereto.

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ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all agreements previously entered between the parties hereto. No representations or warranties have been made by either party hereto to the other except for those representation and warranties expressly established herein.

Entered into this 15th day of June 2010.

Attorney: _____
O. Brent Green, Attorney at Law

CHAIRPERSON OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS:

David L. Rainer, Chair

This Agreement for the Retaining of Legal Services for Camden County, Georgia, a political subdivision of the State of Georgia for Budget Year 2010 through 2011 was approved and agreed to by the Camden County Board of Commissioners in a Lawful Assembly held on the 15th day of June 2010 and spread upon the Official Minutes of Camden County Georgia as required by law.

ATTEST: _____
Kathryn Bishop, County Clerk

COUNTY SEAL