

CITY OF GAUTIER
REVISED - Business Agenda Item
Fact Sheet

Council Meeting:
Title:

June 16, 2015
Approval to terminate Professional Services Agreement with Dogan & Wilkinson, PLLC and approve Professional Services Agreement for Legal Services with the law firm of Bordis & Danos, PLLC

Introduced by:
Contact Person/Telephone

City Clerk 497-8000 Ext. 302

Summary Explanation: Approval to terminate Professional Services Agreement with Dogan & Wilkinson, PLLC and approve Professional Services Agreement for Legal Services with the law firm of Bordis & Danos, PLLC

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract	<input checked="" type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Gollott	<input type="checkbox"/>	Martin	<input type="checkbox"/>	Jones	<input type="checkbox"/>	Guillotte	<input type="checkbox"/>	Vaughan	<input type="checkbox"/>	Anderson	<input type="checkbox"/>	Colledge	<input type="checkbox"/>

Second Made by:													
Gollott	<input type="checkbox"/>	Martin	<input type="checkbox"/>	Jones	<input type="checkbox"/>	Guillotte	<input type="checkbox"/>	Vaughan	<input type="checkbox"/>	Anderson	<input type="checkbox"/>	Colledge	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Gollott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Martin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Guillotte	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Colledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the termination of Professional Services Agreement for Legal Services with the law firm of Dogan & Wilkinson, PLLC is hereby approved.

IT IS FURTHER ORDERED that the Professional Services Agreement for Legal Services with the law firm of Bordis & Danos, PLLC is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2015.

Professional Services Agreement
Legal Services
City of Gautier, Mississippi

Section 1. Contract. The City hereby agrees to employ the law firm of **Bordis & Danos, PLLC** (hereinafter, “Law Firm”), as City Attorney in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Law Firm Duties under General Retainer. The Law Firm shall perform all duties set forth in this section, in consideration for the “General Retainer” to be defined herein:

- a) Provide general legal counsel to City Council and staff, upon request.
- b) Represent the City in limited administrative hearings and related negotiations, such as Civil Service hearings, etc. (this does not extend to litigation arising from such hearings and/or complaints).
- c) Represent the City in appeals to state court from Council decisions (this does not extend to separate litigation filed against the City as a result of any such decisions).
- d) Maintain a knowledge of legal issues brought to the Law Firm’s attention by the City Council and staff, and be prepared to offer legal opinions thereon.
- e) Prepare, review, amend, and/or approve as legally sufficient, any contractual documents presented to the City Council.
- f) Prepare, review, amend, and/or approve as legally sufficient, any legislative documents considered by the City Council.
- g) Provide legal opinions on municipal procurement activities, when consulted.
- h) Provide legal opinions on federal and state grants, when consulted.
- i) Work with other assigned counsel (such as bond counsel, etc.), municipal departments, governmental agencies, and elected officials, as needed, to address legal inquiries.
- j) Attend work sessions and meetings with City Manager, City Council, and/or staff, when requested.
- k) Report to and receive legal assignments from the City Manager and/or City Council.
- l) Provide advice and interpretation of municipal law as it applies to the City of Gautier, including federal law, state law, and local ordinances.
- m) Attend bi-monthly City Council meetings.
- n) Attend Gautier Planning Commission meetings, upon request.
- o) Act as City Prosecutor each Monday, and handle all appeals resulting from criminal convictions.

The Law Firm duties specifically exclude services pertaining to issuance and maintenance of municipal bonds and/or annexation.

Section 3. Law Firm, Hourly Fees. The Law Firm shall perform all duties set forth in this section, in consideration for the “Hourly Rates” to be defined herein:

- a) Handling litigation not covered by liability insurance.

Section 4. Compensation. The Law Firm will be paid a “General Retainer” in the amount of seven thousand nine hundred sixteen dollars and sixty-seven cents (\$7,916.67) each month, to perform all duties listed in Section 2. In consideration for performing duties listed in Section 3, the Law Firm will be paid “Hourly Fees” at a rate of \$185.00/hr. (for attorneys), and \$75.00/hr. (for paralegals). The Hourly Fees shall be paid within 30 days of receipt of an invoice for such services.

Section 5. Reasonable Expenses. The City agrees to pay all reasonable costs and expenses associated with the services defined in Section 2 or 3, including but not limited to postage, filing fees, court costs, service of papers, deposition/transcription costs, appraisals, copying costs, faxes, etc.

Section 6. Term of Contract. The term of this contract is for two years, effective upon the date Council approves same. The term will continue year to year, unless terminated in the manner provided herein.

Section 7. Termination of Contract. Either party may terminate this contract by ninety (90) day written notice sent via certified mail.

Section 8. Miscellaneous.

- a) This Agreement is for independent contractor services of the Law Firm, and as such, the City is not required to maintain workers’ compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for the Law Firm.
- b) This Agreement comprises the entire agreement between the parties, and both parties represent that there are no promises or assurances beyond those contained in this document.
- c) The terms of this Agreement may only be amended or modified by written agreement by the parties.
- d) If any provision in this Agreement is deemed unconstitutional, invalid, or unenforceable, all remaining terms remain in effect for the duration of the Agreement, unless otherwise modified.

Joshua W. Danos
Bordis & Danos, PLLC

Gordon Gollott
Mayor of Gautier

Samantha Abell
City Manager of Gautier