



## MAYOR'S VETO

Date of Adoption: 12/16/2019 Item Number: AGR-2019-032

Subject: Professional Services Agreement for City Attorney

### Reason for Veto:

This is a veto of item#2019-032 Professional Services Agreement for the following reasons:

- a) The item was presented to the council one hour before the meeting, prohibiting meaningful discussion.
- b) The item was never given to Finance for proper vetting and remarks.
- c) It is my belief that section (d) titled "Termination" violates code section 4.12 of the City's Charter.
- d) It has been the custom of this board that all contracts be reviewed by an attorney.
- e) At the time of this approval, funding was not identified by Finance.

As mayor, I proceed with this veto which has a huge financial impact on our budget.

Date to Mayor: 12/17/2019 Date of Veto: 12/20/2019

Mayor's Signature: 

**PROFESSIONAL SERVICES AGREEMENT**

This professional services agreement (referred to herein as "Agreement") is made and entered into by and between client, the City of South Fulton, Georgia, (referred to herein as the "City"), and Emilia C. Walker (referred to herein as "Walker").

**RECITALS**

**WHEREAS**, the duly elected governing authority of the City are the Mayor and Council (referred to herein as "City Council");

**WHEREAS**, the City Council has appointed Walker as the City Attorney for the City, and the City and Walker wish to document certain terms of such arrangement; and

**NOW, THEREFORE**, in consideration of the foregoing, the mutual and dependent promises hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

- a. **General Services.** Walker shall be paid a monthly flat fee for the provision of general services as the City Attorney in the monthly amount of 6.95% of the total amount budgeted for legal services in the FY2020 Budget, as adopted on September 18, 2019. The monthly general services flat fee shall constitute payment for all services required of Walker monthly under the city charter and code on behalf of the City, with the exception of litigation related services. Walker may utilize the services of her law firm, Fincher Denmark LLC and/or outside and other counsel, to assist in the performance of her duties under this Agreement.
- b. **Litigation.** Litigation related services shall be invoiced separately by Walker at the rate of One Hundred Eighty Dollars per hour for attorney services and One Hundred Dollars per hour for paralegal services. The City Council has set aside funding for litigation and legal expense reimbursements in the FY2020 budget to be pulled as needed from the contingency fund.
- c. **Funding.** The City Council may reasonably amend the amount of compensation to be paid for future and unaccrued litigation and general services under this Agreement at any time. Such amendment shall become effective at the time of approval. Walker shall have the option to resign from her position as City Attorney following any such amendment.
- d. **Termination.** The initial term of this Agreement shall extend for one year from the date of adoption. This Agreement shall thereafter automatically renew for successive one year terms unless terminated by the vote and approval of five councilmembers. This Agreement may be terminated at any time, with or without cause, by the vote and approval of five councilmembers.
- e. **Procedure for Removal.** The procedure under this paragraph shall govern Walker's removal as City Attorney. Walker shall be removed as the City Attorney at any time, with or without cause, by the vote and approval of five councilmembers.

- f. **Voluntarily**. The parties have entered into this Agreement knowingly, freely and voluntarily, and have been advised of their right to have this Agreement reviewed prior to adoption by outside counsel.
- g. **Effective Date**. This Agreement shall become effective upon its adoption by the City Council.
- h. **Charter Compliance**. This Agreement shall be subject to compliance with all provisions of the City Charter. The City Charter shall control in any instances where this Agreement and the Charter are inconsistent.
- i. **Governing Law**. This Agreement shall in all respects be governed by and construed, including for venue purposes, in accordance with the laws of the State of Georgia.

**WITNESS WHEREOF**, the parties hereto have executed this Agreement, and/or caused for this Agreement to be duly executed by their duly authorized representatives, as follows:

**CITY OF SOUTH FULTON, GEORGIA:**

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By Odie Donald, City Manager

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Emilia C. Walker, City Attorney