

ANNUAL CONTRACT FOR LEGAL SERVICES FY 2019-2020

This contract is between Morton, Morton & Associates, LLC (Attorneys) and Pike County, Georgia (County) regarding the provision of legal services. In exchange of the mutual covenants more specifically set forth below, the parties hereby state and agree as follows:

WITNESSETH

WHEREAS, the County first retained the services of the Attorneys on or about August 21, 2003; and, the Attorneys have provided legal services to the County since that date;

WHEREAS, the County and the Attorneys have conducted annual reviews related to the services provided by the Attorneys; which said annual review is typically done in connection with the preparation of the annual budget of the County and during the budget discussions;

WHEREAS, the Attorneys are not requesting any increase to the budget allocations previously approved by the County in connection with the provision of legal services by the Attorneys for FY2019/2020;

WHEREAS, the Attorneys are currently paid \$7,708.34 per month ($\$92,500.00 \div 12$), plus the actual costs incurred related to the provision of legal services as County Attorneys including but not limited to reimbursement for travel and continuing education fees, as specifically set forth in the original proposal dated July 28, 2003;

WHEREAS, the County has budgeted approximately \$92,500.00 plus costs per year for the flat rate fee and the additional costs related to the provision of services by County Attorneys; and,

WHEREAS, the County and Attorneys desire to enter into a renewed written contract, detailing the terms, benefits, responsibilities, duties, conditions, and exclusions related to the provision of legal services as County Attorneys;

WHEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged by the parties upon execution of this contract, the parties agree as follows:

1.

FLAT RATE FEE PLUS COSTS

The County shall pay Attorneys for the provision of legal services, as more specifically set forth below, an annual flat rate fee of Ninety-Two, Five Hundred Thousand Dollars (\$92,500.00) payable in twelve (12) equal monthly installments of Seven Thousand Seven Hundred Eight Dollars and Thirty-Four Cents (\$7,708.34) due the first (1st) of each month.

In addition, the County shall pay the actual costs incurred by the Attorneys related to the provision of legal services to the County. Actual costs may include, but is not limited to, travel (mileage or cost of alternative means of transportation such as bus, shuttle or taxi); lodging; meals and expenses related to the travel; two (2) continuing education seminars per year, which will include registration, meals and expenses related to the continuing education; postage including special delivery, overnight, and shipping fees; communication fees including phone and conference calling, facsimiles, copies and wiring fees; legal research resources; and investigation related expenses.

2.
TERM

The term of this agreement shall be annual, which has been the arrangement during the tenure of Attorneys; and, the next annual term shall be from July 1, 2019 through June 30, 2020. The term of this agreement shall automatically renew each year unless either party gives the other party a ninety (90) day written notice of non-renewal or termination prior to the end of the annual term.

3.
INCLUDED LEGAL SERVICES

The legal services to be provided by Attorneys in exchange for the flat fee rate shall include, but may not necessarily be limited to the following: the provision of legal advice or the preparation of legal opinions to the County including for all constituent/component parts such as the Constitutional Officers related to all County matters; attend the various meetings (regular or called) of the Board of Commissioners, and other County related meetings including but not limited to meetings of Planning and Zoning, the Board of Appeals, Board of Assessors; except, however, where such attendance would not be possible due to a conflict in schedule, illness or emergency; prepare, review and/or assist with the preparation and review of ordinances, resolutions, policies, regulations, contracts, intergovernmental agreements, mutual or automatic aid agreements or any other documents; conduct investigations and legal research; represent the County and its constituents in non-complex litigation matters including but not limited to the prosecution of county ordinance violations in the Pike County Magistrate Court; and, to perform any other duties deemed necessary by the County.

For clarification, the Attorney's represent the local government known as Pike County, Georgia, which shall mean the Board of Commissioners of Pike County. The Attorneys will work with and on behalf of all constituent parts of the County including but not limited to the following: the County Manager and his administrative department; the County Clerk; the Probate Judge and his employees; the Chief Magistrate and her judges, clerks and employees; the Clerk of Superior and Juvenile Court and her assistant clerks and employees; the Sheriff and his employees; the Tax Commissioner and her employees; the Board of Tax Assessors and the Chief Appraiser and their employees; and, the other various county departments including but not limited to Department of Community Development, Public Works, EMA, EMS/Fire Department, Registrar, 911, and for all other County employees. However, in the event a conflict of interest arises between the Pike County Board of Commissioners and any constituent/component of the Pike County Board of

Commissioners including but not limited to those constituents named above, it is understood that it is the duty of the County Attorneys to represent the Pike County Board of Commissioners as the governing body of Pike County Georgia.

4.

EXCLUDED SERVICES AND RIGHT TO RETAIN FURTHER ASSISTANCE

The flat fee rate shall not include legal services for bond matters and complex litigation matters. The Attorneys reserve the right to associate with or retain outside counsel in bond or complex litigation matters. In addition, the Attorneys further reserve the right to seek the assistance of outside counsel on matters requiring expertise, subject to the approval of the County.

The Attorneys also reserve the right to employ investigation services including title/abstract services and other investigation services, subject to the approval of the County.

The additional costs associated with retaining any outside counsel or investigators/abstractors shall be paid by the County.

5.

CLAIMS COVERED BY INSURANCE

It is understood by the County that certain claims asserted against the County may be covered by insurance. Accordingly, the County's insurance carrier may have the right in those cases to assign legal counsel to handle the claim/litigation. In those cases, the County's Attorneys shall assist with the claim/litigation and reserves the right to enter an appearance on behalf of the County in the litigation.

6.

CONFLICTS OF INTEREST

It is noted that the Attorneys have discussed issues of potential or actual conflict(s) of interest with the County and the County is providing informed consent for the Attorneys to continue serving as the County's attorneys. It is understood that the Attorneys have a protocol for the resolution of any actual conflict(s) of interest that may result in a significant risk of material and adverse effect to the County. The County understands, however, that Attorneys are not precluded from simultaneous representation of local governments even when there may be a possible conflict of interest between the local governments that may have competing economic enterprises. In accordance with the applicable provisions of state law, the County is hereby giving its written informed consent for the Attorneys to continue to serve as Attorneys for Pike County, Georgia.

Moreover, the County takes notice that many matters that have been addressed since 2003 involving the County and other local governments have been matters of mutual interest including mutual aid and automatic aid agreements, consolidation of fire services, hazard mitigation plans, disaster plans, joint-comprehensive plans and many other matters. During the planning, preparation, review, consideration and adoption of these matters of mutual interest, there has never


been any issues of actual conflict(s) of interest involving the Attorneys, nor has there been any issue that has arisen pertaining to the Attorneys that presented a significant risk of material and adverse effect to the County.

7.
MISCELLANEOUS PROVISIONS

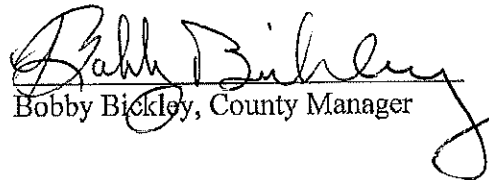
This agreement may be amended or modified in writing with the mutual consent of the parties.

This agreement constitutes the entire agreement of the parties and all other agreements, either written or oral, regarding the provision of legal services to the County are hereby superseded by this agreement.

So approved and executed this the 10th day of April, 2019 by the Pike County Manager with the consent of the Pike County Board of Commissioners:

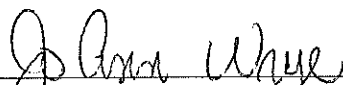


J. Brian Johnson, Chairman



Bobby Bickley, County Manager

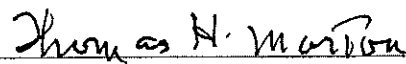
Attested to by:



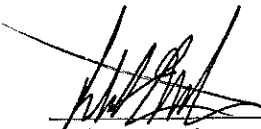
JoAnn Wrye, County Clerk

(SEAL)

And by:



Thomas H. Morton



Robert L. Morton