Legal Services Employment Agreement

This agreement, entered into this_______day of _______, 2004 by and between the City of ______________, Tennessee, hereafter called “City” and Attorney_________, hereafter called “____________”.

Whereas, the City desires to employ the legal services of“___________”, as its City Attorney, and “____________” agrees to be employed and retained as City Attorney under the conditions, terms, and provisions of this agreement.

Now, Therefore, it is hereby agreed:

1. **Engagement.** The City shall employ “___________” as its City Attorney, under the conditions, terms, and provisions hereinafter set forth herein.

2. **Duties.**
   a. In consultation with the City Council and the City Manager, the City Attorney shall direct the management of all litigation in which the City is or may be a party.
   b. The City Attorney shall serve as prosecuting attorney in the city court only in individual cases upon the request of the council, city manager, or the chief of police.
   c. The City Attorney shall attend all meetings of the council and also attend “council study sessions” upon request of the mayor or city manager.
   d. Advise the council, the city manager, officers of the city as to all legal questions affecting the city’s interests.
   e. Approve as to form all contracts, deeds, bonds, ordinances, resolutions, and other documents to be signed in the name of or made by or with the city.
   f. Upon request of the city manager or the mayor, the attorney shall provide legal advice to the planning commission, board of zoning appeals and adjustments, and committees of the council or insurance company attorneys.
   g. The attorney shall appear and represent the city in chancery, circuit, quasi-judicial hearings, and appellate courts in litigation and defend the city in court on all matters where the defense is not otherwise provided by insurance. When legal assistance is provided by insurance, the City Attorney shall monitor the defense and provide assistance as requested by insurance carrier attorneys.
   h. The City Attorney shall keep the council and city manager advised of all legal activities that involve or may in the future involve the City.
   i. With the approval of the city council and the city manager, the City Attorney may employ additional “specialty legal counsel” where it is deemed necessary and beneficial.
   j. The City Attorney shall represent the City in other matters as requested by the city council or the city manager.
3. **Absences.** During times of illness, vacation, or scheduling conflicts, a member of the city attorney’s law firm may represent the city attorney under the provisions of this agreement. The City Manager shall approve all such representations.

4. **Term of Agreement.** The term of this agreement and the engagement of “__________” shall commence on ________, 2004 and continue until terminated as follows:

   a. The council may terminate this agreement at any time by written notice to “__________”.
   
   b. “__________” may terminate this agreement by written notice to the council as will allow for an orderly transfer by the city of its legal affairs to other counsel.

5. **Compensation and other Terms.**

   a. The city attorney, “__________”, shall be paid a monthly retainer fee of $__________ per month. Such retainer fee shall include the attendance at all council meetings and study sessions, meetings and consultation with the mayor, council members, the city manager, and officers.
   
   b. The city attorney shall bill the city for additional services at an hourly rate of $_______. Additional services shall include representation in the courts, preparing for and defending legal actions against the city, monitoring legal cases being defended by insurance attorneys, and prosecuting cases on behalf of the city.
   
   c. The city attorney may bill the city for approved travel expenses, long distance phone services, and other related legal expenses as approved by the city manager.
   
   d. The city shall not be responsible for secretarial, office equipment and furnishings, office rental, publications and other expenses associated with maintaining and operating a law office.
   
   e. The city attorney shall bill the city on a monthly basis and all such bills shall be approved by the city manager prior to payment.

6. **Entire Agreement.** This agreement contains the entire agreement between the city and “__________”. This agreement may be amended from time to time by mutual agreement of the parties in writing.

   This agreement entered into on this ________________ day of ____________, 2004.

   Approved as agreed:

   ___________________________________      _____________________________
   Mayor                                                             City Attorney
Attest: City Recorder