

# *Town of Magnolia Springs*

## RESOLUTION 2007-13

**Authorizing the Mayor to enter into an agreement with James M. Gaines and Gaines & Gaines, L.L.C., for the provision of legal services as Town Attorney to the Town of Magnolia Springs, Alabama**

**WHEREAS,** the Town of Magnolia Springs, Alabama desires to enter into an agreement concerning the provision of legal services to the Town, and;

**WHEREAS,** James M. Gaines, an attorney licensed to practice law in the State of Alabama and the law firm of Gaines & Gaines, L.L.C., have indicated their willingness to serve as town attorney and to provide such legal services, and;

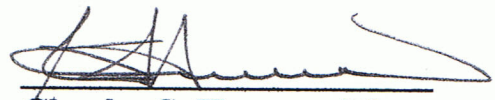
**WHEREAS,** the Town Council of Magnolia Springs, Alabama finds that it is in the best interests of the Town of Magnolia Springs, Alabama to enter into an agreement with James M. Gaines and Gaines & Gaines, L.L.C. as provided in the agreement attached hereto,

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Magnolia Springs, Alabama, hereby authorizes Mayor Charles S. Houser to enter into the agreement attached hereto with James M. Gaines and Gaines & Gaines, L.L.C., concerning the provision of legal services.

Adopted this the 20<sup>th</sup> day of March, 2007

ATTEST:

  
\_\_\_\_\_  
Karen S. Biel – Town Clerk

  
\_\_\_\_\_  
Charles S. Houser - Mayor

AGREEMENT BETWEEN  
THE TOWN OF MAGNOLIA SPRINGS AND  
JAMES M. GAINES AND GAINES & GAINES, L.L.C.  
CONCERNING TOWN ATTORNEY AND THE  
PROVISION OF LEGAL SERVICES

WHEREAS, the Town of Magnolia Springs, Alabama ("the Town"), has determined that the legal services described below in the paragraph entitled "Scope of Service" are necessary, and

WHEREAS, James M. Gaines and the law firm of Gaines & Gaines, L.L.C. ("Attorney") proposes to provide those legal services as the town attorney;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, this agreement is made and entered into by and between the Town and the Attorney.

1. SCOPE OF SERVICES

Attorney, in exchange for the compensation paid by the Town under this agreement, hereby agrees to provide the following services:

The Attorney's goal will be to render high quality legal services to the Town of Magnolia Springs, its Town Council, Mayor and appointed Boards to minimize or prevent litigation against the Town and its agencies or boards and to enforce the Town's rights and remedies when appropriate. The Attorney, or a representative from the law firm of Gaines & Gaines, L.L.C., will attend all work sessions, regular, and special meetings of the Town Council and the Planning Commission. It will also attend meeting of any Historical Commission hereafter established and the Board of Adjustments and any other Town boards as necessary or as requested. The Attorney shall be available for consultation and advice on legal matters by the Mayor, Town Council and Chairmen of the Planning Commission and any other Commission or board established hereafter as necessary or requested.



The duties of the Town Attorney shall include but not be limited to:

Rendering advisory opinions to the Town Council, Mayor and Boards relative to every aspect of Town government, municipal legislation, and municipal contracts and agreements;

Reviewing the Town operation for compliance with federal, state and local laws;

Conducting in-house seminars on legal topics as needed or requested;

Reviewing Town Municipal Code and recommending amendments and revisions as needed;

Drafting or assisting in drafting of all Town ordinances, resolutions, and policies;

Working on State legislation that will benefit the Town;

Coordinating with any other counsel who represents the Town Council, Mayor or Boards relative to litigation in State and Federal Court, at the trial and appellate level as well as other matters as requested by the Mayor or Town Council;

Establishing pro-active programs in minimize the Town's involvement in litigation and reducing Town liability.

However, it is understood and agreed that other outside counsel may be employed by the Town on matters involving court litigation and such other matters as the Attorney and the Town Council deem it would be in the best interests of the Town.

It is understood and declared that the Town Counsel shall not be responsible for providing counsel to individual Council members for ethical matters.

## 2. COMPENSATION

The Town agrees to pay for the services provided by Attorney under this Agreement as follows:

The Sum of One-Thousand (\$1,000.00) Dollars a **month** and the maximum sum of Two-Thousand, Four-Hundred (\$2,400.00) Dollars per **year** for direct expenses such as the purchase of legal materials, attendance at legal seminars, and other expenses related to the Attorney's representation of the Town. Said expense will be reimbursed upon the submitting of receipts for payment.

The Attorney shall be entitled to no other compensation beyond the amounts listed in this paragraph without the approval of the Town Council.

## 3. RELATIONSHIP OF PARTIES

The Attorney shall perform its obligations hereunder as an independent entity under this Agreement. No part of this agreement shall be construed to create an employer/employee relationship. The Attorney will retain absolute discretion in the manner and means of carrying out the Attorney's activities and responsibilities under this agreement.

## 4. TERMINATION

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the TOWN, by signature of the Mayor and Resolution of the TOWN COUNCIL, and by signature of the Attorney do adopt this agreement on this the 1<sup>ST</sup> day of APRIL, 2007.

FOR: THE TOWN OF MAGNOLIA SPRINGS



BY: [Signature]  
Mayor of Magnolia Springs

3/28/07  
Date

ATTEST:

[Signature]  
Town Clerk

FOR: THE ATTORNEY

BY: [Signature]  
James M. Gaines, for himself  
and for Gaines & Gaines, L.L.C.

3/30/07  
Date