

**AGREEMENT FOR LEGAL SERVICES
FOR NEWTON COUNTY, GEORGIA**

This Agreement is made and entered into by and between the law firm of Jarrard & Davis, LLP, (hereinafter "the Firm") and Newton County acting by and through its duly elected Board of Commissioners (the "County").

WHEREAS, the County desires to continue to retain the Firm to discharge the duties of the office of County Attorney and to designate a member of the Firm as County Attorney.

WHEREAS, the attorneys of the Firm duly licensed under the laws of the State of Georgia and are fully qualified to discharge the duties of the office of County Attorney and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Firm shall discharge the duties of the office of County Attorney of Newton County and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the County of the kind and nature typically provided by an in-house County Attorney's office, unless specifically stated otherwise in this Agreement or otherwise directed in writing by the County. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the County and shall review the work of such counsel on behalf of the County as specified herein.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto.

C. In the event that the Firm is presented with a legal conflict on a certain matter for which the Firm has responsibility, the Board upon becoming apprised of such conflict by the Firm shall appoint different counsel to handle the matter in resolution of the conflict.

2. Designation of County Attorney.

The Firm is designated as County Attorney, with Megan Martin to handle primary County Attorney functions for Newton County. The parties understand and agree that the Firm may, from time to time, utilize other attorneys and personnel within the Firm to assist Ms. Martin in the performance of this Agreement but that Ms. Martin will attend all regularly scheduled Commission meetings and make best efforts to attend all special Commission meetings unless excused by the Newton County Board of Commissioners or the County Manager or absent due to illness, an annual vacation or to a once-or-twice-per-year business commitment and will supervise all services rendered under this Agreement. The other attorneys in the Firm are considered as Assistant County Attorneys.

3. Billing Procedures and Monthly Statements.

A. The Firm shall submit to the County, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The County will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the County.

B. The Firm will bill the County for actual, out-of-pocket expenses such as, but not limited to, authorized travel, long-distance telephone calls (other than calls between County Offices and the Firm's offices), filing fees, duplication, computerized legal research, and similar out-of-pocket expenditures. Expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to use outgoing faxes and email, U.S. Mail and other means. These items will be separately designated on the Firm's monthly statements as "expenses," and will be billed in addition to fees for professional services.

C. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and approval by, the County in the form of an amendment to this Agreement pursuant to Section 7 below.

D. The Firm will not charge the County for the attendance of more than one attorney at any meeting, proceeding or deposition without first discussing the need to do so with the principal client contact for the matter, and will limit multiple attendance to exceptional circumstances where such attendance is necessary for the benefit of the client.

4. Term of the Agreement.

This Agreement shall be effective as of May 17, 2016 through December 31, 2019, and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 5 hereof.

5. Termination of the Agreement.

County has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least ninety (90) days prior to termination. Termination is effective ninety (90) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations to allow the County sufficient notice prior to termination so that County will be able to arrange alternative representation. In either circumstance, County agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the County. The Firm agrees to cooperate fully in any

such transition, including the transfer of files. Upon the County's termination of the Firm, all work necessitated to transition files to new counsel and to close out matters as directed by the Board of Commissioners will be billed at an hourly rate of \$350.

Notwithstanding the termination of the Firm's representation, County will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

6. Files and Records.

A. All legal files of the Firm pertaining to the County shall be and remain the property of County. The Firm will control the physical location of such files during the term of this Agreement for all open/active case files. Inactive or closed files shall be retained by the County.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The County shall have the right to access and examine such records, without charge, during normal business hours. County shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities.

C. Upon request, the Firm shall provide the County with electronic copies of those of the County's files in the Firm's possession which are in electronic form.

7. Modifications to the Agreement.

Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the Newton County Board of Commissioners in accordance with Newton County's Procurement policies relating to the appointment of a County Attorney. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the County.

8. Independent Contractor.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the County. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, or other similar benefits provided to County employees.

9. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the County. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice

area. Delegation shall not be made without the prior written approval of the County Manager of the County.

The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

10. Insurance.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Said insurance policy provides coverage to the County for any damages or losses suffered by the County as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Georgia Law.

C. The Firm agrees to notify County in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

11. Indemnification.

The Firm shall indemnify, hold harmless and defend the County, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

12. Conflicts of Interest.

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions contained in the Georgia Rules of Professional Conduct.

13. Permits and Approvals.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

14. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and

in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

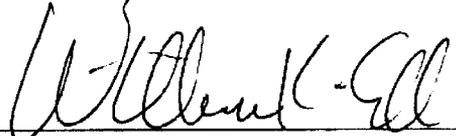
15. Entire Agreement.

This Agreement, together with Exhibit "A" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of August 16, 2016.

[SIGNATURES ON FOLLOWING PAGE]

NEWTON COUNTY BOARD OF COMMISSIONERS



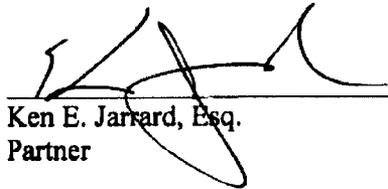
William K. Ellis, Chairman

ATTEST:



Jackie Smith, County Clerk

JARRARD & DAVIS, LLP



Ken E. Jarrard, Esq.
Partner

EXHIBIT "A"

SCOPE OF SERVICES AND APPLICABLE BILLING RATES

I. GENERAL LEGAL SERVICES

A. *General Services.* The general legal services to be provided by the Firm to the County shall include the following:

1. Provide routine legal assistance, advice and consultation to the Newton County Board of Commissioners and to County staff relating to general public law issues, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend all meetings of the Newton County Board of Commissioners, and such meetings of the Planning Commission and other Boards and Commissions of the County as may from time to time be specified by the County.
4. Provide labor, employment and personnel legal services prior to the initiation of litigation to the County in any and all matters assigned by the County, except as delegated pursuant to this Agreement, or as otherwise agreed in writing by the Firm and the County, including but not limited to, all proceedings before the EEOC for Charges of Discrimination and before the Department of Labor for unemployment benefit claims.
5. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
6. Perform such other or additional general legal services as may be requested by the County, acting by and through the Newton County Board of Commissioners or the County Manager.
7. Litigation oversight services for those cases that are handled by insurance counsel, conflict counsel, or different counsel such as review of invoices, coordination of activities, communication of the Newton County Board of Commissioners' direction, and similar legal tasks.
8. Real Estate and Eminent Domain Services, including but not limited to, review of escrow documents, title reports and contracts for sale.
9. Review and supervise contracts that the County may have with other legal counsel.

10. Perform all duties of the office of County Attorney as provided in County Attorney Job Description, to the extent such duties are not in conflict with this Agreement.

11. Effective January 1, 2017, the Firm will bill travel for both travel to Newton County Board of Commissioners meetings and return travel.

The general legal services specified in this paragraph I (A) shall be provided at a billable rate of \$175.00 per hour for attorney services and \$75.00 per hour for paralegal services.

II. LITIGATION SERVICES

A. The Firm shall have a right of first refusal for any and all claims that result in litigation brought by or against Newton County or any of its agencies for which insurance coverage is accepted by the applicable carrier. The Firm, at the discretion and approval of the Board of Commissioners, will provide full litigation services to the County from commencement of the case and through appeal.

B. Any and all claims that result in litigation brought by or against Newton County or any of its agencies for which insurance coverage and insurance counsel is denied will be the responsibility of the Firm. The Firm, at the discretion and approval of the Board of Commissioners, will provide full litigation services to the County from commencement of the case and through appeal.

B. The litigation services specified in paragraph II (A) shall be billed at the regular hourly rate of \$175.00 per hour for attorney services and \$75.00 per hour for paralegal services, or as otherwise agreed pursuant to this agreement.

III. BOND COUNSEL SERVICES

A. The Firm shall serve as local bond counsel in connection with all financings, transactions, bond issues, and legal matters relating to the ongoing management of the County's debt and in connection with such transactions for any other entity or authority for whom the County Board of Commissioners has authority to appoint counsel. All fees incurred as local bond counsel, and approved by the County, shall be paid out of the fees earned by outside bond counsel.

B. The County may solicit proposals from law firms with experience in municipal bond law to serve as Bond Counsel to the County in connection with financings, transactions and legal matters relating to the ongoing management of the County's debt. Proposals to act as Bond Counsel to the Board of County Commissioners will illustrate how a Firm can offer complete services to meet the County's needs in future bond financings and re-financings. Any agreement with selected Bond Counsel shall include the requirement that the Firm serve as local counsel.

STATEMENT OF CLIENT POLICIES

Our Firm's standard policies provide for billing for our legal services on a monthly basis. Our invoices include a description of the services performed by attorneys or paralegals on a legal project. Also, we include a list of out-of-pocket expenses, which may include copying, telephone, facsimile charges, secretarial overtime, filing fees, and other costs.

Payment of an invoice is due within thirty (30) days from receipt by a client. We encourage our clients to contact us if they have any questions regarding an invoice or the performance of our legal services.

Our fees for legal services are based on the amount of time expended by an attorney or paralegal on a project. Where possible, we attempt to have a matter addressed by an attorney or paralegal at the lowest possible billing rate, keeping in mind the risk level and complexity of an assignment.

In the case of a new client or a special project (which may include such matters as large corporate transactions, litigation or arbitration, or projects which require immediate attention), we may request an advance or special retainer. Also, in these cases, we may arrange with our client an alternate arrangement for payment, such as at the closing of a transaction.

We look forward to working with you and encourage you to contact us if you have any questions regarding these policies.

JARRARD & DAVIS ELECTRONIC RESEARCH BILLING POLICY

Jarrard & Davis, LLP currently uses Westlaw/WestlawNext as its electronic research provider. Westlaw/WestlawNext is a subscription based service that requires payment of a fixed monthly rate that is based upon the number of users and the scope of services used. Our monthly cost for the subscription to this service is allocated to each Client/matter based on the number of transactions and the source database used for the research. Additional costs for research performed outside of our monthly subscription plan are charged to the related Client/matter. Jarrard & Davis, LLP tries to limit “out of plan” research outside whenever possible, and resorts to “out of plan” research only if such research is determined to be in the best interest of the client. No additional charges are added to the allocated research fee. Jarrard & Davis, LLP only bills the cost of our monthly electronic research fee, based on the method described above, less any “firm” or “in-house” research. Any research for in-house or “firm” related matters are not allocated to our clients.