

State of Georgia  
County of Clayton

## PROFESSIONAL CONTRACT FOR LEGAL SERVICES

This Professional Contract for Legal Services (“Agreement”) is entered into as of \_\_\_\_\_, 2026 (“Effective Date”), by and between the City of Jonesboro, Georgia, a Georgia municipal corporation (“City”), and LaTonya Nix Wiley, The Wiley Law Firm, P.C., a Georgia professional corporation (“Firm”).

### 1. APPOINTMENT AND ENGAGEMENT

The City hereby retains the Firm to provide professional legal services, and the Firm hereby accepts such engagement, subject to the terms and conditions set forth herein. The Firm shall designate LaTonya Nix Wiley, Esq., as the primary attorney responsible for performance under this Agreement and to serve as City Attorney.

### 2. SCOPE OF SERVICES

The Firm shall provide all legal services customarily performed by a municipal city attorney and those required under Section 3.12 of the City Charter and the City’s Request for Proposals (RFP-ADM-2025-003), including but not limited to the following:

#### 2.1 General Counsel Services

Act as general legal counsel in all City-related matters as requested by the Mayor, City Council, City Manager, and other authorized officers and employees.

#### 2.2 Meetings and Legislative Support

Attend all regular and special-called meetings of the City Council and such boards, commissions, or committees as directed; prepare, review, and advise on ordinances, resolutions, policies, and procedures; and provide legal assessments supporting City risk analysis.

#### 2.3 Advisory Opinions and Compliance

Prepare oral and written legal opinions; advise on compliance with federal and state law, the City Charter, ordinances, and policies; and provide guidance on the Georgia Open Meetings Act, Georgia Open Records Act, Robert’s Rules of Order, and City rules and procedures.

#### 2.4 Contracts and Transactions

Negotiate, draft, review, and approve as to form all contracts, leases, agreements, deeds, easements, bonds, insurance documents, and related instruments to which the City is a party.

#### 2.5 Litigation and Claims Management

Represent the City in litigation and administrative proceedings not covered by insurance; coordinate with insurance-appointed counsel where applicable; and oversee third-party legal professionals retained on behalf of the City.

## 2.6 Investigations and Special Projects

Conduct investigations when requested by the Mayor, Council, or City Manager, including interviews, document review, and legal analysis; and participate in special projects, including real estate acquisition, disposition, and eminent domain matters.

## 2.7 Records and Reporting

Maintain legal files and provide copies of correspondence, pleadings, and orders to the Mayor and City Manager; and keep City leadership informed of legislative or judicial developments affecting the City.

## 3. TERM

This Agreement shall be for an initial term of twelve (12) months, commencing on the Effective Date. This Agreement shall automatically renew for one (1) additional twelve-month term unless otherwise terminated before the expiration of the initial twelve-month term.

## 4. COMPENSATION

### 4.1 Monthly Retainer

The City shall pay the Firm a fixed monthly retainer of Twelve Thousand Five Hundred Dollars (\$12,500.00), covering routine and definable services within the Scope of Services.

### 4.2 Hourly Rates (Special Projects / Litigation / Extraordinary Matters)

Special Projects, including litigation or similarly extraordinary matters, shall be subject to an additional hourly rate as provided below; provided, however, that before invoking this provision, the Firm shall provide the Mayor with notice that such matter will be subject to this section 4.2 for review and consent of this designation.

- City Attorney: \$300 per hour
- Paralegal Services: \$125 per hour

### 4.3 Expenses

The City shall reimburse reasonable, necessary, and pre-approved out-of-pocket expenses incurred on behalf of the City.

## 5. INDEPENDENT CONTRACTOR STATUS

The Firm is an independent contractor and not an employee of the City. Nothing herein shall be construed to create an employer-employee relationship, partnership, or joint venture.

## 6. PROFESSIONAL STANDARDS AND CONFLICTS

The Firm shall perform all services in accordance with the highest professional and ethical standards and shall comply with the Georgia Rules of Professional Conduct. The Firm shall promptly disclose any actual or potential conflicts of interest and shall resolve such conflicts consistent with the Georgia Rules of Professional Conduct.

## 7. INDEMNIFICATION AND IMMUNITY

To the extent permitted by Georgia law, the City shall defend and indemnify the City Attorney and the Firm for acts performed in good faith within the scope of this Agreement. Nothing herein shall be deemed a waiver of sovereign, governmental, or official immunity.

## 8. TERMINATION

The City may terminate the City's obligations under this Agreement during the term for cause, including a material breach, professional misconduct, or loss of licensure. Upon termination, the Firm shall be compensated for services rendered through the effective termination date. In the event this Agreement is not terminated for cause during any term, the City shall be responsible for payment of the balance of the unexpired term; this provision shall be self-executing and shall not require any further action on the City's part.

## 9. NON-ASSIGNMENT

This Agreement is non-assignable.

## 10. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Venue shall lie exclusively in Clayton County, Georgia.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings, whether written or oral. Any amendment must be in writing and executed by both parties.

## 12. AUTHORITY

Each signatory represents that they are duly authorized to execute this Agreement on behalf of their respective party.

CITY OF JONESBORO, GEORGIA

THE WHILEY LAW FIRM, P.C.

By: \_\_\_\_\_  
Dr. Donya L. Sartor, Mayor

\_\_\_\_\_  
LaTonya Nix Wiley, Esq.

ATTEST:

By: \_\_\_\_\_  
Shandrella Jewett, City Clerk