

	CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary		COUNCIL MEETING DATE: August 10, 2026
Requesting Agency (Initiator): Councilwoman Santia Fox		Sponsor(s): Councilwoman Santia Fox	
Item Title:	Consideration and Approval of Addendum to Professional Services Contract for Legal Services, The Wiley Law Firm, P.C.		
Requested Action: Approve Addendum to Contract for Professional Services Contract for Legal Services, The Wiley Law Firm, P.C.			
Requirement for Board Action: Approval			
Is this Item Goal Related? Yes			
Summary: The proposed Addendum amends the Agreement for City Attorney Services between the City of Jonesboro and The Wiley Law Firm, P.C. The Addendum increases the Firm's monthly retainer to \$18,500 in recognition of the level and volume of legal services required by the City. The Addendum also narrows and clarifies the matters that will be treated as Special Projects and compensated separately from the monthly retainer. Special Projects will be limited to: (1) litigation; (2) legal services provided to an authority, agency, board or other entity that is separate from the City but is created by, affiliated with or supported by the City; and (3) a discrete legal project for the City whose defined scope of work is reasonably anticipated to require more than 40 hours of attorney time. For a project falling within the 40-hour category, the Firm must identify the matter in writing before undertaking substantial work or as soon as reasonably practicable after an expanded scope becomes apparent. The 40-hour threshold determines whether the entire project qualifies as a Special Project. It does not mean that the first 40 hours are included within the monthly retainer. Once designated, the project will be compensated under the Special Project rates and billing provisions of the existing Agreement. The Addendum does not otherwise change the Firm's general scope of services or the remaining terms of the existing Agreement. All provisions not expressly modified remain in effect. If a conflict arises between the Addendum and the original Agreement, the Addendum will control.			
Fiscal Impact: Yes. Yes. The monthly retainer will increase from \$12,500 to \$18,500, effective immediately. Any Special Project fees will depend on the matters assigned and the services performed.			
Exhibits Attached: Yes. (1) Original Contract; (2) Contract Addendum			
Staff Recommendation: Approve the Addendum and authorize the Mayor to execute it on behalf of the City.			
FOLLOW-UP APPROVAL ACTION (Completed by City Clerk)			
Typed Name and Title	Date		
Signature	City Clerk's Office		



CITY OF JONESBORO, GEORGIA

OFFICE OF THE CITY CLERK

SHANDRELLA JEWETT

1859 CITY CENTER WAY, JONESBORO, GEORGIA 30236

PHONE: (470) 726-1596

Email: latonyawiley@wileylawpc.com

January 6, 2026

The Wiley Law Firm, P.C.
Attention: LaTonya Nix Wiley, Esquire
1100 Peachtree Street, N.E., Suite 200
Atlanta, Georgia 30309

Dear Attorney Wiley,

This letter is to advise you that Jonesboro City Council approved your **Professional Contract For Legal Services** during the January 5, 2026 Work Session. Attached, please find an electronic copy of the agreement. Please sign and return an electronic copy for our record. You can sign the original document whenever you are in City Hall.

Should you have any questions, please do not hesitate to contact us. Thank you.

Sincerely,

A handwritten signature in blue ink, reading "Shandrella Jewett", is written over the typed name.

Shandrella Jewett, C.M.C, B.S.BAM
City Clerk

State of Georgia
County of Clayton

PROFESSIONAL CONTRACT FOR LEGAL SERVICES

This Professional Contract for Legal Services ("Agreement") is entered into as of 01-06-26, 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.

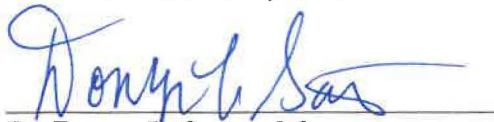
12. AUTHORITY

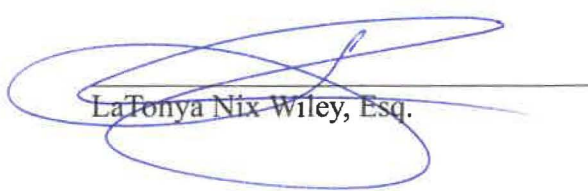
Each signatory represents that they are duly authorized to execute this Agreement on behalf of their respective party.

CITY OF JONESBORO, GEORGIA

THE WILEY LAW FIRM, P.C.

By:


Dr. Donya L. Sartor, Mayor


LaTonya Nix Wiley, Esq.

ATTEST

By:


Shandrella Jewett, City Clerk

ADDENDUM TO AGREEMENT FOR CITY ATTORNEY SERVICES

This Addendum to Agreement for City Attorney Services ("Addendum") is entered into by and between the **City of Jonesboro, Georgia** ("City") and **The Wiley Law Firm, P.C.** ("Firm").

RECITALS

WHEREAS, the City and the Firm are parties to an Agreement for City Attorney Services dated January 5, 2026 ("Agreement"); and

WHEREAS, the City desires to increase the Firm's monthly retainer in recognition of the level and volume of legal services required by the City; and

WHEREAS, the parties also desire to narrow and clarify the matters that qualify as Special Projects and are compensated separately from the monthly retainer.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City and the Firm agree as follows:

1. Monthly Retainer. Effective on the date this Addendum is approved by the City and executed by both parties, the monthly retainer payable to the Firm under the Agreement is increased to **Eighteen Thousand Five Hundred Dollars (\$18,500.00)** per month. Any provision of the Agreement stating a different monthly retainer is amended accordingly.

2. Special Projects. Any provision of the Agreement defining, describing or identifying Special Projects is deleted and replaced with the following:

For purposes of the Agreement, "Special Projects" are limited to the following matters:

- (a) **Litigation.** Representation of the City in litigation, including civil actions, administrative proceedings, appeals and the related discovery, motions, hearings, mediation, trial and post-judgment proceedings;
- (b) **Legal Services for Other City-Affiliated Entities.** Legal services provided to an authority, agency, board or other entity that is separate from the City but is created by, affiliated with or supported by the City; and
- (c) **Substantial Projects.** A discrete legal project for the City whose defined scope of work is reasonably anticipated, when the scope is established or materially expanded, to require more than forty (40) hours of attorney time.

The Firm shall identify a project qualifying under subsection (c) in writing before undertaking substantial work on the project or, if the scope later expands, as soon as reasonably practicable after the expanded scope becomes apparent. The City and the Firm may confirm the designation by email or other written communication. The forty (40) hour threshold determines whether the project qualifies as a Special Project; it does not constitute forty (40) hours of services included within the monthly retainer. Once designated, the project will be compensated as a Special Project in accordance with the rates and billing provisions of the Agreement. The City's assignment of litigation or its request that the Firm provide legal services to another City-affiliated entity constitutes authorization to treat that matter as a Special Project under subsection (a) or (b).

3. No Other Changes. Except as expressly amended by this Addendum, all terms and conditions of the Agreement remain unchanged and in full force and effect.

4. Conflict. If any provision of this Addendum conflicts with the Agreement, this Addendum will control.

5. Counterparts and Electronic Signatures. This Addendum may be executed in counterparts and by electronic signature. Each counterpart will be deemed an original, and all counterparts together will constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum through their duly authorized representatives.

This _____ day of August, 2026.

CITY OF JONESBORO, GEORGIA

THE WILEY LAW FIRM, P.C.

By: _____

By: _____

Donya L. Sartor, Mayor

LaTonya Nix Wiley

President

Date: _____

Date: _____

ATTEST:

City Clerk