



**City Attorney  
Service Level Standards  
for the  
Fayetteville Public Works Commission**

WHEREAS, the City Council has passed Resolution No. R2013-052, "A Resolution of the City Council of the City of Fayetteville Regarding the Public Works Commission"; hereinafter referred to as the "Resolution"; and

WHEREAS, the Resolution charges the City Attorney with the responsibility of providing legal guidance to the City Council and all operations of the City of Fayetteville; and

WHEREAS, the Resolution states that all legal services, including any specialized legal services, shall be provided through the City Attorney; and

WHEREAS, the City Attorney is directed to develop Service Level Standards to describe performance expectations and identify operational and procedural changes necessary to ensure that all City functions are appropriately supported with legal services.

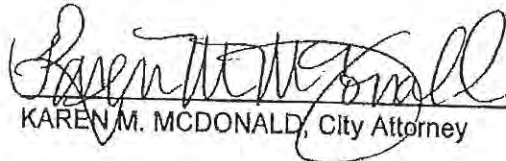
Accordingly, the City Attorney establishes the following Service Level Standards in support of the Fayetteville Public Works Commission (FPWC):

1. When the term City Attorney is used, it shall mean the City Attorney of the City of Fayetteville or his/her designated staff attorney or external legal services provider.
2. The City Attorney will provide legal support at all FPWC scheduled and special meetings. For special meetings FPWC will provide a minimum of 48 hours notice to the City Attorney.
3. All new FPWC issues requiring legal services will be vetted through the FPWC Legal Services Group to the City Attorney. The City Attorney will provide feedback on the issue and FPWC shall move ahead appropriately. If a response from the City Attorney is not received within five (5) days, FPWC may move ahead with the appropriate action to acquire legal services if time is of the essence.
4. If FPWC requests a legal opinion of the City Attorney, the timing requirement will be agreed to at the time of the request. Standard response time is five (5) business days, but fifteen (15) or more days may be appropriate depending upon the complexity of the request.
5. FPWC shall provide a listing of all the legal firms (attorneys) presently being used by FPWC and the purpose that each firm serves.

6. The City Attorney will review the listing and provide feedback on any concerns with any of the firms on the FPWC list.
7. If additional firms are needed by FPWC in the future, the selection of those firms will be coordinated through the City Attorney.
8. FPWC will update and provide the City Attorney a copy of the FPWC General Services Agreement with each firm.
9. The City Attorney will review the FPWC General Services Agreement and provide feedback on any concerns with the standard document used by FPWC. The City Attorney shall modify all existing agreements and any future agreements to indicate that the "client" is the City of Fayetteville, including its Public Works Commission, and that the City Attorney is the City of Fayetteville's official legal representative.
10. FPWC will update and provide the City Attorney a copy of the FPWC task authorizations for each firm describing the services to be provided under that task authorization.
11. The City Attorney will review the task authorizations and provide feedback on any concerns with any of the tasks under which FPWC legal services are being provided.
12. FPWC will request and forward an update on each task authorization from the attorney and forward a copy to the City Attorney for review.
13. The City Attorney will receive copies from FPWC of any new task authorizations with an existing legal firm that has a General Services Agreement with FPWC.
14. FPWC will provide a monthly report showing all the firms that FPWC has a General Services Agreement with and any activity for the month under a specific task including any payments made to that attorney.
15. The City Attorney will provide legal review, when requested, for development and revision of FPWC policies and procedures. The time required will be agreed to when the request is made.
16. The City Attorney will provide legal review of utility service contracts, purchasing agreements, land transactions, right-of-way agreements, etc., as required supporting the day-to-day operations of the FPWC.
17. The City Attorney will provide legal advice relative to regulatory rule making, legislative processes, legal actions, claims, etc., when requested, to respond to an upcoming issue that may require legal services. The time required will be agreed to when the request is made.
18. FPWC will compensate the City Attorney for services provided on a monthly basis based on the following assumptions:

- a. The initial time requirement for the City Attorney will be estimated at fifteen (15) hours per month. The time requirements may be adjusted from time to time based on a request from the City Attorney documenting the hours required to perform the needed legal services over the previous six (6) month period.
  - b. The initial rate will be set at \$150.00 per hour. The initial rate may be adjusted from time to time based on increased cost for legal services in the local community.
  - c. If the City Attorney is required to handle a special legal matter, such as a court case, the City Attorney and FPWC will agree to cover those costs independently of the normal services provided in this agreement.
  - d. The City Attorney will bill separately for any external legal services required to support FPWC operations when mutually agreed to before the services are provided.
19. The Service Level Standards may be modified from time-to-time by the City Attorney. The FPWC may request changes to the Service Level Standards as necessary. In the event of an unresolved issue concerning these Standards, the City Council may be called to settle the matter. Either party may make a request for consideration by the other.

ENTERED into this 17<sup>th</sup> day of December, 2013.

  
KAREN M. MCDONALD, City Attorney