



A12-00934

Contract Routing Control Sheet

Field Operations

Contact: Dale Wyrick Phone: 373-2783

Expense Contract

Tracking#: 4097 Date Submitted: 4/23/2012 Date Needed: _____
Contract#: 2012-5172 Date Started: 5/1/2012 Est End Date: 12/31/2012
Coliseum#: _____ Change Order#: _____ Lease#: _____ Bid#: _____
Requisition#: 43623 NCDOT#: _____ Resolution#: _____
Email For Pickup: ☐ Rush: ☐
Description: Provide legal assistance in the preparation and negotiation of three contracts (solid waste disposal, recycling processing, and landfill gas to energy).
Comments: _____

Vendor:	Hawkins Delafield & Wood LLP	Account #	CBR	Amount
Vendor#:	31861	551-6509-09,5429		\$80,000.00
Location:	One Gateway Center 24th Floor Newark, NJ 07102	5412-Total:		\$80,000.00

Signatures

<input checked="" type="checkbox"/>	Dept Director	Reviewed By: <u><i>D. Wyrick</i></u>	Date: <u>5-7-12</u>
<input checked="" type="checkbox"/>	Finance	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/>	Accounting	Reviewed By: <u><i>CBW</i></u>	Date: <u>5-9-12</u>
<input checked="" type="checkbox"/>	Attorney	Reviewed By: <u><i>J. L. Hill</i></u>	Date: <u>5-15-12</u>
<input checked="" type="checkbox"/>	City Manager	Reviewed By: <u><i>M. J. Spadley</i></u>	Date: <u>5-17-12</u>
<input type="checkbox"/>	Mayor	Reviewed By: _____	Date: _____
<input checked="" type="checkbox"/>	City Clerk	Attested By: <u><i>E. H. Davidson</i></u>	Date: <u>5-18-12</u>
<input type="checkbox"/>	Purchasing	Reviewed By: _____	Date: _____

RECEIVED

MAY 16 2012

City Manager's Office

RECEIVED

MAY 17 2012

City Clerk's Office

City of Greensboro North Carolina

Field Operations Department

DATE: May 7, 2012
TO: Dale Wyrick, P.E., Director of Field Operations
FROM: Tonya Williams, Budget & Operations Division Manager, Field Operations
SUBJECT: Retainer for Legal Assistance

Background:

The City of Greensboro recently initiated a request for proposal (RFP) for solid waste disposal services, recycling processing, and landfill gas to energy. The RFPs have been handled through an engineering firm to assist with the development and preparation of the process. The law firm of Hawkins, Delafield, & Wood LLP will provide legal assistance in the preparation and negotiation of these three contracts.

Requested Action:

City review and approval of the attached agreement.

Financial Impacts:

Costs associated with this agreement have been estimated at \$80,000 and will be applied to account number 551-6509-09.5429.

5412

RETAINER AGREEMENT

THIS RETAINER AGREEMENT, made and entered into as of 10th March, 2012, by and between the **CITY OF GREENSBORO, NORTH CAROLINA** (the "City"), and **HAWKINS DELAFIELD & WOOD LLP**, a New York limited liability partnership (the "Firm"),

WITNESSETH:

WHEREAS, the City intends to enter into a solid waste management service contract;
and

WHEREAS, the Firm has a national reputation for expertise in the field of solid waste management contract procurements and negotiations; and

WHEREAS, the City is authorized by law to employ attorneys and to fix their compensation, and desires to retain the professional services of the Firm in connection with the aforementioned projects; and

WHEREAS, the Firm has agreed to accept the retainer and provide to the City the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Retainer. The City hereby retains the Firm to render legal advice and assistance to the City in the preparation and negotiation of three contracts:

- 1) a solid waste disposal service contract (50 hours);
- 2) a recycling processing service contract (50 hours);
- 3) a landfill gas to energy contract (100 hours);

This legal advice and assistance will be based on the terms and conditions set forth herein. The Firm hereby accepts the City's retainer and agrees to provide such advice and assistance.

Section 2. Scope of Services.

(A) Services Which May be Requested. The Firm shall provide all legal services requested by the City in developing and implementing the City's above-referenced contracts. These services may include the following:

- (1) review of procurement documents issued by the City, submitted proposals and other pertinent documentation and information;
- (2) initial meeting with key City staff members and technical consultant to discuss objectives and strategies and approach to achieve such objectives through the solid waste management service contract;
- (3) identification of contract/risk issues and advice with regard thereto, with the objective of reaching internal resolution on contract risk allocation and terms;
- (4) preparation of comprehensive term sheet(s) or initial draft contract(s), as applicable, reflecting terms included in RFP, proposals and internal decisions regarding risk allocation;
- (5) review of comments from proposer(s) regarding draft term sheets(s) or contract(s), as applicable;
- (6) attendance at clarification and negotiation meetings with proposer(s);
- (7) continual coordination with City staff members regarding ongoing developments and strategies;

- (8) preparation of memoranda where appropriate, in connection with issues which may arise in the course of the engagement;
 - (9) preparation of drafts of contracts to reflect negotiations;
 - (10) assistance with evaluation and final vendor selection;
 - (11) preparation and negotiation of the final contract; and
 - (12) attendance at City Council briefings, public hearings and other forums to discuss the contract, as necessary.
- (B) Direction of Legal Services. Services under this agreement shall be performed under the direction of the City Attorney. In light of the variability of the time and complexity of the issues involved in programs of this nature, the Firm and the City agree to consult regularly as to the level of effort which is appropriate to the carrying out of services hereunder.
- (C) Professional Judgment and Legal Advice. The Firm acknowledges that the City has engaged it to render legal advice at a reasonable price and in a manner that is consistent with the Firm's professional responsibilities. The Firm agrees to perform legal services on behalf of the City in accordance with professional standards. The Firm will be compensated for the time and effort it devotes on the City's behalf and not for any particular result. The Firm's engagement is limited to the Scope of Work set forth in Section 1 and Section 2, paragraph (A) above and is not engaged to provide advice with respect to credit standing, financing statements, price proposals, technical qualifications or merit, or other similar financial, technical or other non-legal matters or conditions pertaining to

any proposer, to any proposal, or to the company executing any agreement, and owes the City no duty in respect thereof.

Section 3. Compensation.

- (A) Hourly Rates. The City agrees to pay the Firm for services rendered hereunder based upon a blended hourly rate for all attorneys at \$350.
- (B) Disbursements. The City further agrees to reimburse the Firm for actual out-of-pocket expenses incurred in rendering services under this agreement. These include expenses for travel, lodging, telephone tolls, postage, messenger, courier and delivery services, computer data and word processing, document reproduction, stenographic and clerical overtime, and similar out-of-pocket items. In any billing for disbursements, the Firm shall provide the City with a statement breaking down the amounts for each category of expense.
- (C) Records. The individual time and disbursement records customarily maintained by the Firm for billing evaluation and review purposes shall be made available to the City in connection with bills rendered by the Firm.
- (D) Invoices. The firm agrees to forward to the City a statement of account for each one month period of services under the agreement, and the City agrees to compensate the Firm on this basis.
- (E) Total Compensation. The total compensation payable under this Agreement for the Fiscal Year 2011-12 is \$80,000 (200 hours at \$350/hour plus reimbursable expenses). This agreement shall be amended each fiscal year to include any additional amounts necessary to cover the expected costs for the year.

(F) Termination. This agreement may be terminated on December 31, 2012 unless renewed as provided in this agreement. Additionally, this agreement may also be terminated (1) at any time by mutual consent of both parties or (2) by either party in its discretion effective on 30-days written notice to the other. If such termination occurs the Firm shall deliver to the City all documents, memoranda, and other work performed whether complete or incomplete. Thereafter, the City will reimburse the Firm for all services performed prior to such notice provided the services are performed. Unless terminated as provided above, neither the death, disability or withdrawal of any of the present members of the Firm, nor the admission of any new member, or members to the Firm, shall terminate this agreement, but the law firm succeeding the present firm of Hawkins Delafield & Wood LLP shall continue as the Firm under this agreement, and all payments and compensation for services performed under this agreement shall be made to the Firm as it exists at the time of such respective payments. The dissolution of the Firm shall terminate this agreement.

Section 4. Insurance. The Firm, at its own expense, shall obtain and maintain for the duration of the agreement, appropriate professional liability insurance to insure against claims for losses arising out of any negligent acts of the firm or its employees or agents.

Section 5. Independent Contractor. It is understood that the Firm is an independent contractor, and not an employee of the City. No permitted or required approval by the City of personnel, costs, documents, or service of Attorney shall be construed as making City responsible for the manner in which the Firm performs its services, or for any acts, errors, omissions


of the Firm. Such approvals are intended only to give the City the right to satisfy itself with the quality of the work performed.

Section 6. Engagement of City Personnel. During the life of this agreement, the Firm shall not engage the services of any person or persons who are currently employed by the City unless the City gives its prior written approval.

Section 7. Responsibility for Work. The Firm shall at all times maintain control over and have complete responsibility for all work performed under the Agreement. Any attempt by the Firm to assign or otherwise transfer any interest in this Agreement, without the written consent of the City, shall be void.

HAWKINS DELAFIELD & WOOD LLP

ATTEST:

By: 
President/Vice-President
Partner
Date: 4/27/12

By: 
Secretary/Assistant Secretary



City of Greensboro
Contract Signature Authorization Sheet
Field Operations

Vendor: Hawkins Delafield & Wood LLP

Tracking number: 4,097

Contract Number:

Change Order Number:

Service, Item or Project Description:

Provide legal assistance in the preparation and negotiation of three contracts (solid waste disposal, recycling processing, and landfill gas to energy).



Signatures



Department Head Recommendation/Authorization

Date: 5-7-12

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Deputy Finance Officer

Date: 5-9-12



City Attorney: Approved as to form

Date: 5-15-12

Assist.



Assistant City Manager: Authorized

Date: 5-7-12



Mayor: Executed

Date: _____



City Clerk: Attested

Date: 5-18-12