



**A RESOLUTION
BY PUBLIC SAFETY AND
LEGAL ADMINISTRATION COMMITTEE**

05-R-1304

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY PROFESSIONAL SERVICES CONTRACT WITH A CERTAIN RETIRED SWORN CITY EMPLOYEE PURSUANT TO SECTION 3-505(B) OF THE CITY OF ATLANTA CHARTER; TO AUTHORIZE THE CITY ATTORNEY TO ENGAGE THE SERVICES OF SAID RETIREE FOR THE PURPOSE OF PERFORMING INTERNAL INVESTIGATIONS ON BEHALF OF THE CITY OF ATLANTA DEPARTMENT OF LAW; TO AUTHORIZE EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$48,000 *PER ANNUM* TO BE CHARGED TO AND PAID FROM VARIOUS FUND ACCOUNT AND CENTER NUMBERS; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

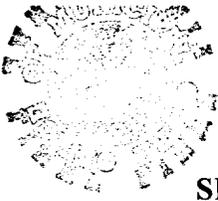
WHEREAS, in 1998 the City of Atlanta adopted an early retirement incentive program (the "VIP Program"); and

WHEREAS, under the 1998 VIP Program, James L. Palmer retired after a long and distinguished career as a sworn Internal Investigator with the City of Atlanta Law Department and as a sworn Investigation Manager with the Office of the Solicitor General, City Court of Atlanta; and

WHEREAS, the City Attorney has determined that there exists a need to adequately provide for the internal investigatory functions which are mandated by Sections 2-400 and 2-401 of the Code of Ordinances of the City of Atlanta, Georgia, but for which there is limited staff in the Department of Law; and

WHEREAS, the City Attorney has determined and certified that this special and particularized service should be filled by a professional service contract with a sworn retiree pursuant to Section 3-505 (b) of the City Charter.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby resolves as follows:



SECTION 1: The Mayor or her designee is authorized to execute a temporary professional services contract between the City and former sworn Investigation Manager James L. Palmer for a period not to exceed one year, for the purpose of assisting the City Attorney to fulfill the Department of Law's responsibility to conduct internal investigations of City Departments, bureaus, boards, commissions, authorities and agencies in matters specifically related to allegations of unlawful conduct.

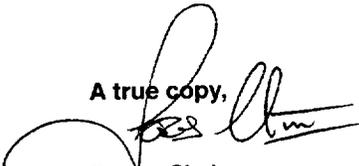
SECTION 2: The fees for said services, excluding expenses and mileage, shall not exceed \$48,000.00 *per annum* and shall be paid on an hourly reimbursement basis. The contract authorized by this resolution shall terminate after one year, or upon 30 days notice by either party. The contract authorized by this resolution shall not include paid vacation or sick leave.

SECTION 3: That the Chief Financial Officer is hereby authorized to remit payment of all fees, expenses and costs due for services rendered by James L. Palmer in connection with the foregoing matters, once approved for payment by the City Attorney, in an amount not to exceed \$48,000.00 *per annum*, from fund account and center numbers as follows:

1AO1 524001 H11001	\$16,000.00
2JO1 524001 H11001	\$16,000.00
2HO1 524001 H11001	\$16,000.00

SECTION 4: The contract authorized by this resolution, which shall be substantially similar to that attached hereto as Exhibit "A", shall not become binding on the City and the City shall incur no liability there under until such contract has been executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

SECTION 5: All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

A true copy,

 Deputy Clerk

ADOPTED by the City Council
 APPROVED by the Mayor

JUL 18, 2005
 JUL 26, 2005



STATE OF GEORGIA

COUNTY OF FULTON

AGREEMENT FOR INVESTIGATIVE SERVICES

This Agreement, made and entered into this the ____ day of June, 2005, by and between THE CITY OF ATLANTA, a municipal corporation of the State of Georgia, (hereinafter referred to as the "CITY"), and JAMES L. PALMER (hereinafter referred to as "PALMER").

WITNESSETH

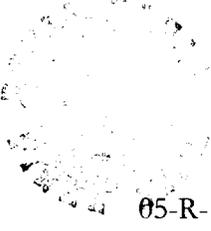
WHEREAS, Palmer rendered distinguished service as a sworn Internal Investigator and Investigation Manager in the City of Atlanta Law Department for over 20 years; and

WHEREAS, Palmer retired as the sworn Investigation Manager in the Office of the Solicitor General, City Court of Atlanta under the 1998 VIP Program; and

WHEREAS, the City Attorney has determined that there exists a need to adequately provide for the internal investigatory functions which are mandated by Section 2-400 and 2-401 of the Code of Ordinances of the City of Atlanta, Georgia, but for which there is limited staff in the Department of Law; and

WHEREAS, the City Attorney has determined and now certifies that this special and particularized service should be filled by a professional service contract with a sworn retiree pursuant to Section 3-505 (b) of the City Charter; and

WHEREAS, Palmer is qualified, ready, willing, and able to provide such services to the City of Atlanta Department of Law under the terms and conditions hereinafter set forth;



WHEREAS, the Mayor is authorized to enter into this Agreement by certain legislation, 05-R- _____, adopted by Council on March ____, 2005 and approved by the Mayor on June ____, 2005 which is attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto do agree as follows:

1.

Palmer agrees to conduct internal investigations of matters within the City Attorney's purview under the Charter and Code of Ordinances of the City of Atlanta in accordance with the highest standards in the profession. Palmer shall assist the City Attorney to fulfill the Department of Law's responsibility to conduct internal investigations of City Departments, bureaus, board, commissions, authorities and agencies in matters specifically related to allegations of unlawful conduct.

2.

During the term of this Agreement, Palmer shall report to and be supervised by the Department of Law's Compliance Manager; however, as an independent contractor Palmer shall enjoy the right to control the time, manner, and method of the performance of his work.

3.

The City agrees to provide Palmer with the use of office space, furniture, equipment and supplies as needed, as well as office support and clerical assistance during the contract term.

4.

In consideration for such internal investigation services, the City agrees to pay Palmer the amount of \$27.90 per hour for a period not to exceed one (1) year, commencing June ____, 2005 and ending June ____, 2006, at a cost to the City not to exceed \$48,000.00.



5.

The parties agree that service hereunder shall not constitute re-employment by the City and Palmer shall not acquire civil service rights, employee benefits, including paid vacation or sick leave, or any additional pension rights by virtue of this Agreement. The parties further agree that Palmer shall be entitled to continue to receive his regular pension payments, and that he will not be required to make any contribution to the pension fund as a result of this Agreement.

6.

Either party upon thirty (30) days prior written notice to the other may terminate this Agreement.

7.

Compensation to Palmer for services performed under this agreement shall be on a reimbursement basis at the hourly rate to be charged to and paid from fund account and center numbers 1A01 524001 H11001; 2J01 524001 H11001 and 2H01 524001 H11001 as appropriate, depending on the subject mater of the investigation. Palmer agrees to keep sufficiently detailed record so as to easily ascertain the appropriate source of payment for all investigatory services performed pursuant to this agreement.

8.

Palmer shall maintain all appropriate licenses and certifications throughout the term of this agreement.

9.

The parties hereto agree that the terms of this Agreement, as contained herein, shall constitute the whole and entire agreement between them. Any changes which may be mutually agreed upon by and between the City and Palmer shall be effective and enforceable only after a

written amendment to this Agreement has been duly authorized by Council and executed by both parties.

IN WITNESS WHEREOF, the City of Atlanta, by and through its duly authorized officials, and James L. Palmer have executed this Agreement, attested same, and affixed their respective seals hereunto, as of the day and year first above written.

CONSULTANT

JAMES L. PALMER, CONSULTANT

Sworn to and subscribed before me
this ___ day of June, 2005.

Notary Public

CITY OF ATLANTA

ATTEST:

Municipal Clerk

Shirley Franklin, Mayor

Linda K. DiSantis
City Attorney

Lynette Young
Chief Operating Officer

Janice Davis
Chief Financial Officer

Adam Smith
Chief Procurement Officer

RCS# 6850
7/18/05
4:53 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PG(S) 6-19

ADOPT

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

05-R-1304
(Do Not Write Above This Line)

A RESOLUTION BY PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY PROFESSIONAL SERVICES CONTRACT WITH A CERTAIN RETIRED SWORN CITY EMPLOYEE PURSUANT TO SECTION 3-505 (B) OF THE CITY OF ATLANTA CHARTER; TO AUTHORIZE THE CITY ATTORNEY TO ENGAGE THE SERVICES OF SAID RETIREE FOR THE PURPOSE OF PERFORMING INTERNAL INVESTIGATIONS ON BEHALF OF THE CITY OF ATLANTA DEPARTMENT OF LAW; TO AUTHORIZE EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$48,000 PER ANNUM TO BE CHARGED TO AND PAID FROM VARIOUS FUND ACCOUNT AND CENTER NUMBERS; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

Linda K. DiSantis
Linda K. DiSantis, City Attorney
ADOPTED BY

JUL 1 8 2005

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
Referred To: _____
Date Referred _____
Referred To: _____
Date Referred _____
Referred To: _____

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

PSLA Committee

7/12/05 Date

[Signature]

Fav, Adv, Hold (see rev. side)
Other _____

Members

[Signatures]

Refer To _____

Committee _____

Date _____

Chair _____

Action
Fav, Adv, Hold (see rev. side)
Other _____

Members

Refer To _____

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Consent
- V Vote
- RC Vote

CERTIFIED

JUL 1 8 2005

RESOLVED
[Signature]

MAYOR'S ACTION

APPROVED
JUL 12 2005
[Signature]
MAYOR

7/05/05

ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 05-O-0663	31. 05-R-1226	52. 05-R-1265
2. 05-O-0666	32. 05-R-1227	53. 05-R-1266
3. 05-R-0900	33. 05-R-1228	54. 05-R-1267
4. 05-O-0901	34. 05-R-1302	55. 05-R-1268
5. 05-O-0902	35. 05-R-1303	56. 05-R-1269
6. 05-O-1294	36. 05-R-1304	57. 05-R-1270
7. 04-O-1363	37. 05-R-1318	58. 05-R-1271
8. 05-O-1129	38. 05-R-1220	59. 05-R-1272
9. 05-O-1131	39. 05-R-1250	60. 05-R-1273
10. 05-O-1132	40. 05-R-1252	61. 05-R-1274
11. 05-O-1133	41. 05-R-1295	62. 05-R-1275
12. 05-O-1134	42. 05-R-1255	63. 05-R-1276
13. 05-O-1135	43. 05-R-1256	64. 05-R-1277
14. 04-O-1973	44. 05-R-1257	65. 05-R-1278
15. 05-O-1126	45. 05-R-1258	66. 05-R-1279
16. 05-O-1128	46. 05-R-1259	67. 05-R-1280
17. 05-O-1296	47. 05-R-1260	68. 05-R-1281
18. 05-O-1300	48. 05-R-1261	69. 05-R-1283
19. 05-R-1140	49. 05-R-1262	70. 05-R-1284
20. 05-R-1320	50. 05-R-1263	71. 05-R-1285
21. 05-R-1215	51. 05-R-1264	
22. 05-R-1229		
23. 05-R-1254		
24. 05-R-1217		
25. 05-R-1218		
26. 05-R-1219		
27. 05-R-1251		
28. 05-R-1223		
29. 05-R-1224		
30. 05-R-1225		