



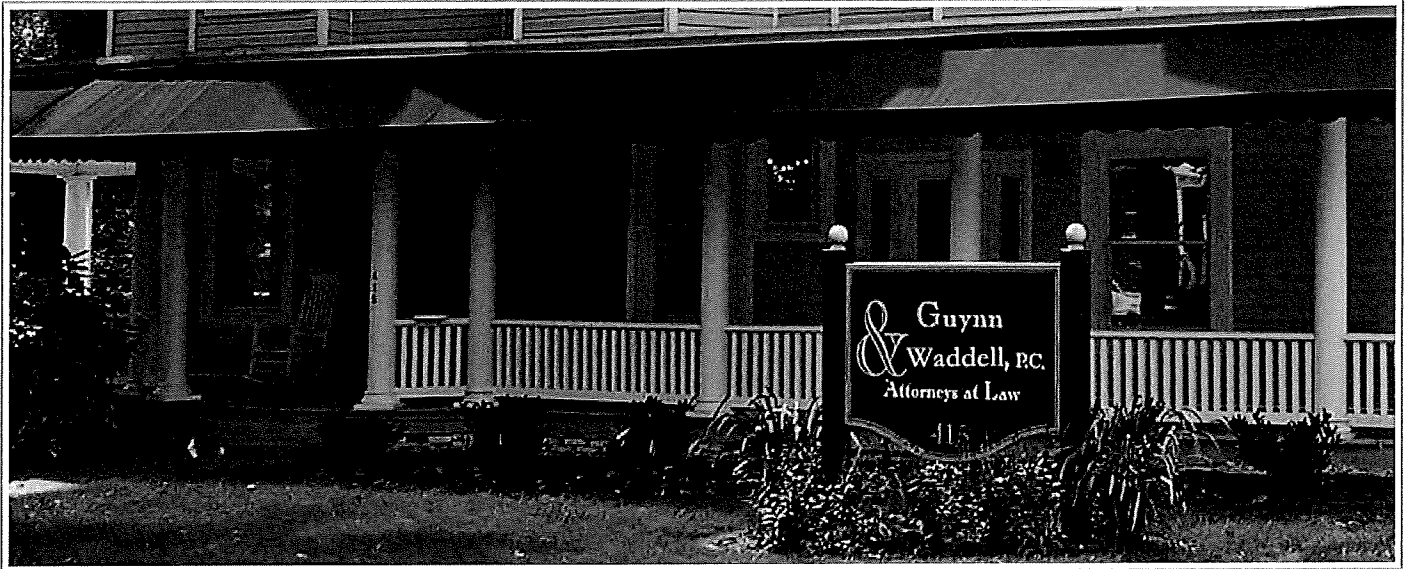
Agenda Item X. A.

Meeting Date: June 20, 2017

County Attorney's Report: Michael W. S. Lockaby, introduction

Guynn & Waddell, P.C. Attorneys-at-Law . Salem, Virginia

Call: [\(540\) 387-2320](tel:(540)387-2320) | [Directions](#)



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Michael W.S. Lockaby

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Mike Lockaby represent localities, authorities, school boards, and other political subdivisions of the Commonwealth of Virginia, as well as constitutional officers both as general counsel and litigation counsel. He has experience both in in-house comprehensive advising and litigation at the administrative, trial, and appellate levels. Although Mike is knowledgeable about most areas of local government law, particular specialties include land use, utilities, internet and telecommunications, procurement and public finance, economic development, personnel, and constitutional and Dillon Rule issues.

Mike currently serves as the attorney primarily assigned to serve as County Attorney for Botetourt County, Virginia, as well as maintaining an active litigation and transactional consulting practice. He was full-time in-house County Attorney for Louisa County from 2013 to 2015, and represented localities in private practice for seven years prior to his time in Louisa County.

Bar Admissions

- Virginia State Bar
- U.S. District Court for the Western District of Virginia
- U.S. District Court for the Eastern District of Virginia
- U.S. Court of Appeals for the Fourth Circuit

Professional Associations, Memberships and Community Service

- Virginia State Bar
 - Virginia State Bar, Local Government Section
- Local Government Attorneys of Virginia, Inc. (LGA)
 - Chairman, LGA ad hoc Committee on Public Procurement Act Reform (2014-15)
 - LGA Fall 2015 Conference Committee

Articles and Presentations

- *2015 Public Procurement Act Amendments*, Journal of Local Government Law, Vol. XXVI No. 1, Summer 2015.

[View Mike Lockaby's case listings »](#)

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June 8, 2017

Amherst County Board of Supervisors
c/o Mr. Dean C. Rodgers, County Administrator
153 Washington Street, P.O. Box 390
Amherst, Virginia 24521

Re: Retention Letter

Dear Honorable Members of the Board:

This will acknowledge that our firm will provide services as Interim County Attorney to Amherst County on an outside counsel basis. Thank you very much for considering us for this assignment. We appreciate the opportunity to be of service to you and Amherst County.

1. **Effective Date.** The effective date for our engagement is the date on which you first contacted us to begin work on this assignment, June 6, 2017.

2. **Legal Services.** Our firm hereby agrees to serve as County Attorney and to perform the functions and duties specified by law for such position, including those set forth in Va. Code § 15.2-1542 and other applicable provisions of state and local code, and all such other legally permissible and proper duties and functions as the Board shall from time to time assign and as are necessary or incidental to accomplish the foregoing functions and duties. Such duties will include advising the Board and all boards, departments, agencies, officials and employees of the County in civil matters, drafting or preparing ordinances, defending or bringing actions in which the County or any of its boards, departments or agencies, or officials or employees, shall be a party, and in any other manner advising or representing the County, its boards, departments, agencies, officials and employees. Such representation may also include representation and advice to constitutional officers, and other entities as requested by the Board, consistent with our primary representation of the Board.

Charges. We offer our local government clients significant discounts from our standard private-party rate of \$250 per hour. For Amherst County, charges for

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routine services under this retention agreement are \$9,000 per month. This is a retainer for up to 65 hours per month, being 15 hours per week, including attendance at all regular Board of Supervisors and Planning Commission meetings and at least one day a week onsite. The County will be invoiced monthly, with an accounting of all work done by the firm during the previous month in increments of one tenth of an hour. The County will be responsible for paying all hours worked over 65 hours in any month at a rate of \$165 per hour. Non-routine matters, such as major litigation, are outside the scope of the routine matters mentioned above and will be billed in tenth-of-an-hour increments at the rate of \$165 per hour in addition to the retainer for routine matters. If our firm determines that a non-routine matter such as major litigation is likely, we will so advise you and work with you to obtain insurance coverage of our fees if any is available.

Office costs for tasks undertaken in furtherance of routine services are provided at no charge. Our firm normally charges mileage at the IRS rate and charges travel time door-to-door; however, for full days onsite, this travel time and mileage reimbursement will be waived. Unusual costs in excess of \$200 may be passed through to the County following discussion with the county administrator.

We reserve the right to reduce charges where we feel the services are not reflective of the time spent and to increase charges where, by reason of experience or special expertise, we are able to provide exceptional services with minimal expenditure of time. In accordance with firm policy, our rates are subject to annual periodic increase. We will advise you if an increase is going to occur.

3. **Results.** While we will use our best efforts and will endeavor to assist the Board competently and efficiently in all matters, we cannot and do not make any representations or provide any assurances regarding the outcome or result of any litigations matters.

4. **Nondiscrimination.** We agree that in providing the services covered by this engagement, we will not discriminate against any person because of their race, color, religion, creed, gender, national origin, age, or disability, or any other basis prohibited by federal or Virginia law, and that we will provide reasonable accommodations as necessary. We maintain a drug-free workplace.

5. **Termination.** Either party may terminate this engagement at any time, with or without cause, by providing written notice of termination to the other

Guyann & Waddell, P.C.

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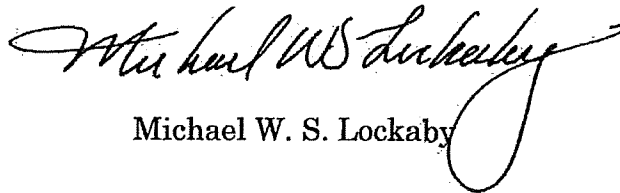
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party. Such termination, however, will not release the Board from its obligation to pay us any sums due for services rendered or costs/expenses advanced on behalf of the Board before our receipt of such notice.

Again, thank you very much for allowing us to be of service. If you have any questions, please do not hesitate to contact us directly. If these terms are acceptable to you, please sign and return a copy of this proposal. We appreciate the confidence you have in our firm and for providing us with this opportunity to serve you.

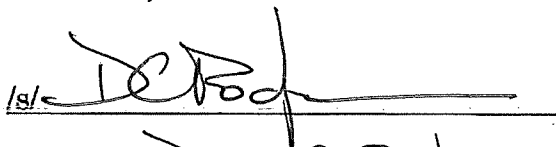
Very truly yours,

GUYNN & WADDELL, P.C.



Michael W. S. Lockaby

ACCEPTED ON BEHALF OF THE BOARD OF SUPERVISORS OF AMHERST
COUNTY, VIRGINIA:

/s/ 

Date: June 8, 2017

Name: Dean C. Rodgers

Title: County Administrator