

January 13, 2015

City Council
City of Brookhaven, Georgia
4362 Peachtree Road
Brookhaven, GA 30319

Re: Legal Services Engagement Letter

Dear Mayor and Councilmembers:

Thank you for the privilege to serve as Brookhaven's City Attorney. The purpose of this letter is to define the scope of our services to the City and the fee and expense arrangements therefor. The scope of our services will include those delineated in the Section 3.08 of the City Charter, exclusive of solicitor services. Further, the Mayor, Council and City Manager may from time to time request the employment of other attorneys outside of our firm to assist me in matters requiring additional experience. The scope of our services will include the oversight of such activities performed by outside counsel, including their engagement and the review and approval of their billings.

In connection with the foregoing, you agree to compensate our services in the manner described in Exhibit "A". All other legal services performed through December 31, 2015 by attorneys and paralegals in our firm would be billed on a monthly basis at the hourly rate of \$165.00 and \$90.00, respectively, provided, however, the services of Lisa Wannamaker for personnel matter special engagements will be billed at \$200.00 an hour. Covered expenses would include expenses for travel approved by you or the City Manager, overnight delivery services, courier charges, etc. Covered expenses would not include copier, telecopier or long distance telephone charges, postage, or other administrative costs.

In the event of the termination of the engagement, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you. Our own files, including attorney work product, pertaining to the matter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such items retained by us within a reasonable time after the termination of the engagement.

You may terminate our representation at any time by notifying us in writing. Upon termination, you agree to promptly pay us for all billable fees, covered expenses, and disbursements incurred by us prior to the date thereof, and we will cooperate with

you to effect a smooth transition to new counsel, if necessary. We also reserve the right to withdraw from our representation for any reason permitted or required under the Georgia Code of Professional Responsibility or the Rules of the State Bar of Georgia. Any such termination shall not relieve the obligation to pay for all billable fees and covered expenses incurred prior to the date of termination.

We invite you to discuss freely with me any questions you might have concerning your understanding of the matters set forth in this letter.

This letter constitutes the entire understanding between us and supersedes all prior understandings written or oral relating to this matter. Any change must be made or confirmed in writing. If this letter correctly reflects your understanding of the terms and conditions of our engagement, please indicate your acceptance by signing a copy of this letter in the space provided below and returning it to me via email or facsimile.

Thank you again for the opportunity to represent the City of Brookhaven as its interim City Attorney.

Sincerely yours,



Thompson Kurrie, Jr.

TKjr/ca

ACKNOWLEDGMENT

APPROVED AND ACCEPTED this 13th day of January, 2015.

CITY OF BROOKHAVEN, GEORGIA

By: _____



Name: J. Max Davis
Title: Mayor

EXHIBIT "A"

CITY ATTORNEY SERVICES AND FEES THROUGH DECEMBER 31, 2015

Monthly Retainer: \$12,500.00.

- Attendance at all Council meetings and work sessions.
- Attendance at ZBA, meetings and attendance at Planning Commission meetings as requested.
- Oversee the services of engaged outside attorneys.
- As requested, review of open records requests and responses by City thereto
- Preparation and/or review of contracts and intergovernmental agreements requiring less than one hour of time.
- All consultations with Council Members, the City Manager and Assistant City Manager as requested.
- Consultations with Department Heads and staff regarding routine and recurring matters such as zoning, public safety, public works, human resources and finance.
- Office Hours at City Hall—Scheduled at 10 AM on council and work session meeting days.

Special Projects: Hourly rates provided in the Engagement Letter.

- Real Estate acquisition by purchase, lease or by exercise of power of eminent domain.
- Property condemnations.
- Preparation and/or review of major contracts and intergovernmental agreements.
- Real Estate title research.
- Litigation.
- Representation of the City in all appeals to the ZBA, Alcohol Board and Construction Board.
- Municipal Finance.
- Other Projects authorized by the City Manager, Mayor or Council.