SMITH, WELCH WEBB & WHITE, LLC
FEE AGREEMENT

The CITY OF LOGANVILLE, GEORGIA (hereinafter, the "City") hereby employs WARREN M. TILLERY and the law firm of SMITH, WELCH, WEBB & WHITE, LLC, (hereinafter collectively referred to as the "City Attorney") to represent the City as its City Attorney.

ATTORNEY FEES

Legal services to be performed by City Attorney, and for which the City agrees to pay according to the terms of this fee agreement, include all those actions, which, in the City Attorney's judgment, are necessary to adequately represent the City for the above-stated purposes. Any failure of City Attorney to bill does not waive the City Attorney's right to collect for time and expenses incurred.

The City agrees to pay the City Attorney the following hourly rates for "General Counsel Work," which is defined and outlined in Exhibit "A," incorporated and attached herein:

Position	**Rate**
Attorneys	$250 per hour
Paralegals/Legal Assistants	$125 per hour

The foregoing notwithstanding, the City also agrees to pay the City Attorney the following hourly rates for any new and active "Litigation" matters, which includes any matters assigned to the City Attorney that involve matters of an adversarial or adjudicative manner, including but not limited to proceedings in any court, arbitration, mediation, special master, administrative law, or other types of proceedings that would commonly or customarily be considered "litigation":

Position	**Rate**
Partner	$350 per hour
Associate Attorneys	$250 per hour
Paralegals/Legal Assistants	$125 per hour

Additionally, five (5) percent of the monthly bill will be charged as an administrative fee. This fee will be to reimburse the City Attorney for out-of-pocket expenses such as long-distance telephone call costs, copying costs, postage, fax fees, and billing expenses. Other costs such as court expenses, depositions, appraisals, expert witness fees, consultant fees, travel, lodging expenses incurred and exhibits will also be charged to the City. The City Attorney reserves the right to change its hourly rate upon consultation with and approval by the Mayor and City Council.

The City Attorney will maintain complete and accurate records of all time spent and funds expended in the representation of the City. The City will be billed on a monthly basis with payment

being due within thirty (30) days from the date of the bill. In the event that the City maintains a balance which is more than thirty (30) days past due, City Attorney shall have the right to charge interest on that past-due balance at the rate of one and one-half (1.5) percent per month or eighteen (18) percent per annum until paid.

The City acknowledges that the City Attorney has made no guarantees regarding successful representation, and all expressions relative thereto are matters of City Attorney's opinion only. No attorney may ethically guarantee any particular outcome.

The agreement shall be terminable by either party within thirty (30) days' written notice. The term of the agreement shall begin in November 2026.

DUTIES OF CLIENT

The City and its staff are obligated to: (i) disclose to the City Attorney all facts known regarding a particular matter assigned to the City Attorney with complete honesty and candor; (ii) cooperate fully with the City Attorney, follow instructions as the City Attorney may reasonably request of the City, and perform such reasonable tasks as the City Attorney may request; (iii) carefully consider the advice given the City Attorney regarding the matters assigned to the City Attorney; and (iv) keep all communications with the City Attorney confidential;

DEFAULT

Should the City default in any of its obligations under this Agreement, City Attorney has the absolute right to withdraw from representing the City.

ACKNOWLEDGEMENT

The City hereby acknowledges that it has received a copy of this fee agreement and understands fully the provisions contained within it.

The City also acknowledges that the City Attorney may assign work or various matters to any lawyer affiliated with Smith, Welch, Webb & White, LLC., in the City Attorney's discretion, and that various associates, partners, senior partners, paralegals, and legal assistants may be engaged in matters on behalf of the City.

Finally, the City acknowledges that the individual signing this Agreement has the authority to bind the City to this Agreement.

(Signature Page Follows)

CITY OF LOGANVILLE, GEORGIA

THIS ____ DAY OF _____, 2026.

BY: Branden Whitfield
TITLE: Mayor

Attest: _____
TITLE: City Clerk

[SEAL]

SMITH, WELCH, WEBB & WHITE LLC

THIS ____DAY OF _____, 2026.

BY: Warren M. Tillery
TITLE: City Attorney

EXHIBIT "A"

GENERAL COUNSEL WORK[1]

1. Attend all regular and special-called City Council meetings.
2. Attend meetings of boards, commissions, or committees as directed.
3. Provide timely responses to legal inquiries from City officials and staff.
4. Draft and review ordinances resolutions, and amendments.
5. Draft and review contracts and agreements.
6. Review City policies for legal compliance.
7. Handle all City real estate transactions, including closings.
8. Ensure compliance with federal and state law, the City Charter, ordinances, and policies.
9. Defend the City and its officials and employees against legal claims.
10. Coordinate work performed by outside legal counsel.
11. Provide additional legal services as requested by the City Council.
12. Maintain availability and responsiveness that reflects a high priority for City business.
13. Serve as the substitute prosecuting attorney until such time as a prosecuting attorney or substitute prosecuting attorney is available or appointed.

[1] Subject to the General Counsel Work / Litigation distinction or caveat described in the Attorney Fees section of the Agreement.