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From the desk of
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July 5, 2023

VIA EMAIL ONLY TO droberts@loganville-ga.gov

Mr. Danny Roberts
4303 Lawrenceville Road
Loganville, GA 30052

Re: Legal Services Provided by Preston & Malcom, P.C. as City Attorney for the City of Loganville, Georgia

Danny:

I understand that the Mayor and Council may take up consideration of my appointment as City Attorney at the July Council meeting on July 13, 2023, removing the Interim designation originally placed on my role back in March of this year. I have enjoyed being able to dig into the legal needs of Loganville with you, the Mayor, City Council and City staff. I am happy to remain on with the City as City Attorney moving forward should the City Council so desire. As you and I have discussed previously, in an effort to simplify my billing processes, to allow for me to focus my efforts on providing high quality legal services on the City's behalf and in an effort to assist the City of Loganville in normalizing its budgeting needs relative to its legal expenses, especially given the continuing increase in demand for legal services on behalf of the City, this letter will serve as a Memorandum of Understanding ("MOU") between the City and my firm concerning legal services provided by my firm as City Attorney for the City of Loganville. This MOU is intended to apply to the Fiscal Year of 2023-2024 but the arrangement called for herein will continue in effect beyond Fiscal Year 2023-2024 unless and until altered by either the City or my firm. Either party may alter the terms of this MOU or terminate our services as City Attorney at any time with written notice to the other party. My firm serves at the pleasure of the Mayor and City Council pursuant to Section 4.12 of the City's Charter.

Pursuant to this MOU, my firm will provide general legal services to the City on an as-needed basis as further outlined herein at a flat rate of \$15,000.00 per month. We will invoice the City on a bi-

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monthly basis for said services at the mid-point of each bi-monthly period. Each bi-monthly invoice will also include a line item for reimbursement of any out-of-pocket expenses incurred by my firm on behalf of the City. This flat fee arrangement described herein will cover my firm's general legal services to the Mayor and Council as well as the City's departments and inferior boards for which other counsel is not already retained. These services will include, but are not limited to: attending all meetings as requested; conducting appropriate legal research; drafting legal opinions as needed; negotiating, editing and drafting contracts; drafting and revising policies, resolutions and ordinances; providing general counsel and legal advice as requested to the Mayor, Council, the City Manager, and any Department Heads and/or Directors; responding to Open Records Request when requested; advising the Mayor, Council and City Manager concerning litigation being handled by panel counsel assigned by the City's insurance carriers; and the like.

This flat fee arrangement will NOT include the following legal services: 1. Bond transactions that are regularly paid from the costs of the issuance of the bonds as a percentage of bond counsel's fee consistent with customary practice; 2. Any contingency fee matters separately contracted for between my firm, the City and potentially other law firms related to specific matters outside the scope of general legal services as City Attorney; 3. Any appellate litigation involving the City before any appellate court of competent jurisdiction in which myself or my firm appears on behalf of the City or any of its elected officials or employees; 4. Any litigation in which myself or my firm serves as counsel of record on behalf of the City or any of its elected officials or employees in any US District Court or any of the Federal courts; 5. Any litigation in any Superior or State court of this state where myself and my firm serve as lead counsel in the matter and such matter involves significant litigation including depositions, motions, bench or jury trials and the like; 6. Legal services provided to the City by other legal counsel specifically retained for certain matters, either by the City's insurance carriers or directly by the City, for specialized matters outside the general scope of City Attorney legal services; 7. Real Estate Transactional matters handled by my firm on behalf of the City and all costs and fees related thereto such as Title Insurance, Escrow Fees, Title Abstract Fees, Recording Fees, and the like; 8. Solicitor work in the City of Loganville Municipal Court; and, 9. Legal Services for the Loganville Development Authority. Any litigation that my firm handles on behalf of the City identified above in Items 3, 4 and 5 will be billed at our then currently existing municipal hourly rates.

In light of this flat fee arrangement, my firm will no longer provide itemized invoices for our services covered by this flat fee arrangement detailing our timekeeping activities on behalf of the City; however, itemized invoices will be provided to the City wherever requested for specific projects that have certain cost recoupment elements to them such as CDBG projects, etc. Those itemized invoices will be netted from the total flat fee amount due for the relevant billing periods, i.e., there will be no additional cost to the City for these itemized invoiced projects.

Please do not hesitate to contact me should you have any questions regarding this MOU or anything else concerning our work on behalf of the City as your City Attorney. I appreciate you and the Council's continued trust in me and my firm to serve the City of Loganville as your City Attorney.

Sincerely,



Paul L. Rosenthal, Esq.

PLR/keg