



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

To: Mayor and Council  
City of Dunwoody

From: Eric Linton  
City Manager

Date: September 29, 2020

Subject: Contract with Outside Legal Counsel

### **Background**

This memorandum requests authorization of a professional services contract by Mayor and Council to engage with the legal firm Ellarbee, Thompson, Sapp, and Wilson LLP for outside legal counsel as needed for a period not to exceed one year from approval. The final expected cost requires approval by Mayor and Council per the City's Charter as it may exceed the limit that can be approved administratively.

Staff will keep Mayor and Council informed of the costs as cases related to the firm's work. Some expenditures may be reimbursable through insurance recovery.

### **Recommendation**

Approval of engagement with Ellarbee, Thompson, Sapp, and Wilson LLP on an as needed basis not to exceed one year from approval.

**Lynn Deutsch** Mayor  
**Eric Linton, ICMA-CM** City Manager  
**Sharon Lowery, CMC** City Clerk

**Pam Tallmadge** City Council Post 1  
**Jim Riticher** City Council Post 2  
**Tom Lambert** City Council Post 3

**Stacey Harris** City Council Post 4  
**Joe Seconder** City Council Post 5  
**John Heneghan** City Council Post 6

Packet page:...



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

**Lynn Deutsch** Mayor  
**Eric Linton, ICMA-CM** City Manager  
**Sharon Lowery, CMC** City Clerk

**Pam Tallmadge** City Council Post 1  
**Jim Riticher** City Council Post 2  
**Tom Lambert** City Council Post 3

**Stacey Harris** City Council Post 4  
**Joe Seconder** City Council Post 5  
**John Heneghan** City Council Post 6

Packet page:...



4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338  
dunwoodyga.gov | 678.382.6700

### **Recommendation**

Staff recommend the following vendors for the specific areas. Scores and five year costs below.

**Lynn Deutsch** Mayor  
**Eric Linton, ICMA-CM** City Manager  
**Sharon Lowery, CMC** City Clerk

**Pam Tallmadge** City Council Post 1  
**Jim Riticher** City Council Post 2  
**Tom Lambert** City Council Post 3

**Stacey Harris** City Council Post 4  
**Joe Seconder** City Council Post 5  
**John Heneghan** City Council Post 6

Packet page:...



800 International Tower • 229 Peachtree Street, NE • Atlanta, Georgia 30303  
Phone: 404.659.6700 • Fax: 404.222.9718 • [www.elarbeethompson.com](http://www.elarbeethompson.com)  
Elarbee, Thompson, Sapp & Wilson, LLP

WRITER'S DIRECT DIAL: (404) 582-8442  
[Gignilliat@elarbeethompson.com](mailto:Gignilliat@elarbeethompson.com)

September 29, 2020

**PRIVILEGED AND CONFIDENTIAL LEGAL  
COMMUNICATION/ATTORNEY WORK PRODUCT**

**VIA ELECTRONIC MAIL**

([eric.linton@dunwoodyga.gov](mailto:eric.linton@dunwoodyga.gov))  
([cgmclendonjr@gmail.com](mailto:cgmclendonjr@gmail.com))

Eric Linton, City Manager  
Dunwoody City Hall  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

Cecil McLendon, City Attorney  
Riley McLendon LLC  
3600 Dallas Highway, Suite 230-172  
Marietta, GA 30064

RE: Roger Halstead v. City of Dunwoody, et al.  
Civil Action No. 1:20-CV-03474-SCJ

Brian Bolden v. City of Dunwoody  
EEOC Charge No. 410-2020-06109

Dear Eric and Cecil:

This letter acknowledges that our Firm will provide legal services to the City of Dunwoody (the "City") with regard to the above-referenced matters, as well as with other labor, employment, and benefits-related matters as may be requested by the City from time to time (including assisting in the transition of and/or handling non-covered issues relating to the Austin Handle and Bryan Castellanos matters). We appreciate the opportunity to assist the City in this regard and will work hard to

Eric Linton, City Manager  
Cecil McLendon, City Attorney  
City of Dunwoody  
September 29, 2020  
Page 2

ensure that you are pleased with our services. The following paragraphs specifically describe this engagement.

Nature of Services. Elarbee, Thompson, Sapp & Wilson, LLP (“Elarbee Thompson”) will provide employment law and litigation-related services as described above. We will ensure that both matters are timely answered or otherwise responded to and will take all necessary and appropriate steps to ensure that the interests of the City and all others whom we represent are protected. With regard to the Halstead litigation, we are representing the City and all individually-named Defendants other than former employee Fidel Espinoza. With regard to the Bolden administrative proceedings, the City is the only named respondent; however, if/when the matter proceeds to litigation, additional defendants are expected to be joined, at which point we will seek your instruction regarding expansion of the scope of our representation.

Billing and Rates. Our Firm bills on a monthly basis for services rendered on behalf of its clients. We will transmit our statements in this matter to you for review, and we understand that the City will be responsible for payment. All services rendered by our Firm will be billed at discounted local government hourly rates for the attorneys performing the services as follows: R. Read Gignilliat @ \$315/hour (discounted from \$490/hour); Patrick L. Lail @ \$305/hour (discounted from \$445/hour); Tracy L. Glanton @ \$305/hour (discounted from \$445/hour); and K. Tate Gray @ \$245/hour (discounted from \$315/hour). If you have any questions about our billing rates or methods, please feel free to discuss them with me.

Travel Time. To the extent travel is required, travel required during normal business hours (8:00 a.m. to 6:00 p.m.) will be charged at the usual hourly rate.

Expenses. We will bill for all ordinary and reasonable expenses for services such as copying, overnight mail, courier services, mileage, court reporter and/or transcription fees, etc.

Agreement to Pay. In consideration for this engagement, the City agrees to pay our hourly fees for the time expended. We request payment within fifteen (15) days of the receipt of the statement.



Eric Linton, City Manager  
Cecil McLendon, City Attorney  
City of Dunwoody  
September 29, 2020  
Page 3

Keeping You Informed. We will keep you informed of the status of all matters under this engagement, and we will send you copies of all related papers and correspondence which we initiate or receive from others.

Efforts on Your Behalf. We will strive to complete your work as expeditiously as possible and at a fair and reasonable cost. If you ever feel less than satisfied with the quality of our efforts on your behalf, please inform me promptly so that we can resolve your concerns.

Termination. At all times, the City has the right to terminate our Firm's services upon written notice to that effect. In the event of termination, we shall be entitled to payment for all time expended and expenses incurred through the closing out of the representation and transitioning the file(s). At all times, our Firm also has the right to terminate our services upon written notice, particularly if there is a failure to cooperate in any reasonable request, or if we determine that continuing the representation would be unethical, impractical, or not in the best interest of the City or our Firm.

Billing Issues. We ask that you review our statement(s) carefully upon receipt. All questions and disputes should be brought to our attention as soon as possible and no later than ten (10) days after receipt so that they can be addressed and resolved. We will be happy to correct any mistake that you might identify; however, after ten (10) days from the date of your receipt of each statement, the statement is deemed to be correct, agreed upon, and fully due and payable. In the event of any unresolved dispute regarding the Firm's invoices, you agree that we will jointly submit those issues to the Fee Arbitration Program of the State Bar of Georgia. Such process shall be binding upon the parties to this Agreement and shall serve as the exclusive remedy in lieu of any court proceeding, arbitration, or other alternative dispute resolution.

Your Acceptance. This is our entire agreement. It supersedes any and all prior agreements, understandings, representations and statements in regard to our Firm's representation of the City in the above-described matter. Please indicate your approval and acceptance of the above-described terms of this engagement by dating, signing and returning this letter.

Eric Linton, City Manager  
Cecil McLendon, City Attorney  
City of Dunwoody  
September 29, 2020  
Page 4

Please contact me if you have any questions with regard to this agreement.  
Again, we look forward to working with you.

Sincerely,



R. Read Gignilliat

\* \* \* \* \*

On behalf of the City of Dunwoody, I have reviewed the foregoing letter,  
understand it and agree to the terms set forth herein.

**CITY OF DUNWOODY**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Its: \_\_\_\_\_