

RESOLUTION NO.: 2019-08

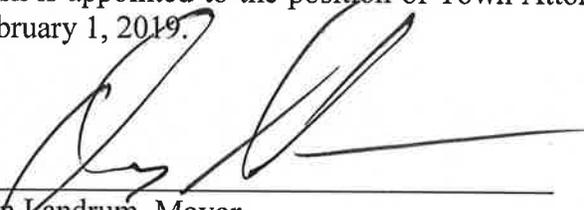
A RESOLUTION APPROVING THE TERMS OF THE ENGAGEMENT LETTER FOR TOWN ATTORNEY SERVICES AND APPOINTING HARRY R. CASH AS TOWN ATTORNEY FOR THE TOWN OF SIGNAL MOUNTAIN, EFFECTIVE FEBRUARY 1, 2019.

WHEREAS, the Town Council has solicited statements of qualifications and fee proposals from qualified parties for the position of Town Attorney; and,

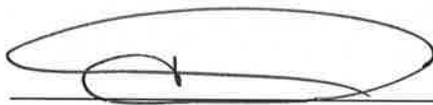
WHEREAS, following a formal selection process the Town Council selected Harry R. Cash to serve as the Town Attorney for the Town of Signal Mountain; and,

WHEREAS, Mr. Cash has submitted a formal engagement letter, which shall be attached hereto and made part of this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the terms of the attached engagement letter are approved and Harry R. Cash is appointed to the position of Town Attorney for the Town of Signal Mountain, effective February 1, 2019.



Dan Landrum, Mayor



Recorder

1-25-19
Date

1-25-19
Date

LAW OFFICES
GKH
GRANT KONVALINKA & HARRISON, P.C.

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633 Chestnut Street
Chattanooga, Tennessee 37450-0900

Harry R. Cash
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January 18, 2019

Signal Mountain Town Council
c/o Boyd Veal, Town Manager
Town of Signal Mountain
1111 Ridgeway Avenue
Signal Mountain, TN 37377

By Email & U.S. Mail
bveal@signalmountaintn.gov

Re: Representation by Harry R. Cash

Dear Council Members:

Thank you for the opportunity to represent the Town of Signal Mountain. I look forward to working with each of you. This letter will govern the work to be performed and the cost arrangement for such work unless different arrangements are made in writing by the parties.

I will be the Town Attorney for Signal Mountain but will have the ability to use members of the firm of Grant, Konvalinka & Harrison, P.C. for assistance if needed. I will be the primary contact for Signal Mountain.

My fee will be a monthly retainer of \$3,500.00 for up to 25 hours per month beginning February 1, 2019. If I have in excess of 25 hours in any month, my time for such time will be billed at \$200.00 per hour. In exchange for this retainer, we will be available for all required Town meetings and for all discussions and consultation with the Town Manager, Town Council and staff, with the exception of litigation matters.

In addition to the retainer referenced above, we would bill separately for any litigation matters on behalf of the Town. I would expect most attorney's fees for litigation to be covered by the insurance carrier for the Town of Signal Mountain, but the Town's Charter does require the Town Attorney to oversee any such litigation. We would bill our time for any such litigation at \$200.00 per hour.

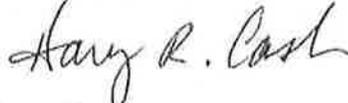
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We will bill the Town on a monthly basis and would be happy to discuss any billing with any Council member or Town Manager at any time.

I suggest that the Mayor sign an appropriate Resolution approving the terms of this letter. If you have any questions regarding this engagement proposal, please let me know.

Very truly yours,

A handwritten signature in cursive script that reads "Harry R. Cash".

Harry R. Cash