

**CITY OF PARK HILLS, KENTUCKY
RESOLUTION NO. 12, 2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, IN
KENTON COUNTY, KENTUCKY TO APPOINT DANIEL R. BRAUN AS CITY
ATTORNEY**

WHEREAS, Mayor Kathy Zembrodt desires to appoint Daniel R. Braun, an attorney licensed to practice law in the Commonwealth of Kentucky, to serve as city attorney; and

WHEREAS, Section 30.035 of the Park Hills Code of Ordinances provides that “[a]ll non-elected officers and professional contractors shall be appointed by the Mayor with the approval of Council”;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council of the City of Park Hills, Kentucky hereby approves the Mayor’s appointment of Daniel R. Braun to serve as city attorney;

2. The City Council of the City of Park Hills, Kentucky further authorizes the Mayor to execute the fee agreement proposed by Daniel R. Braun, which is attached to this Resolution and incorporated herein as Exhibit A.

Adopted this 10th day of August, 2020.

Certified by: _____
Kathy Zembrodt, Mayor

Attested by: _____
Julie Alig, City Clerk

Exhibit A



DANIEL R. BRAUN, PSC

ATTORNEY AT LAW

526 Greenup Street, Covington, Kentucky 41011-2522 (859) 491-5055
Fax (859) 261-6567

July 15, 2020

Ms. Kathy Zembrodt
Mayor
City of Park Hills
1107 Amsterdam Road
Park Hills, KY 41011

RE: Engagement Letter/Fee Agreement

Dear Mayor Zembrodt:

Thank you for employing my services to act as City Attorney for the City of Park Hills. Though my position as City Attorney for Newport will continue to be primary I am able to dedicate the time necessary to represent your interest and will attempt to avoid all time conflicts, especially as it deals with meeting attendance. Though I am a solo practitioner other members of my legal staff will assist me when any conflicts may arise.

This Engagement Letter and Fee Arrangement (Agreement) shall serve as the agreement between myself and the City of Park Hills for services to be rendered. It is understood that the scope and nature of our agreement is limited to representing the City in connection with general municipal and litigation matters. When necessary, I will employ other associated attorneys and secretarial staff to assist in handling work in association with my representation of the City's interest and my endeavors. Attorneys with special expertise in a given area may become involved in your representation from time and time and shall only be employed with your prior consent.

I have no conflicts of interest that would prevent me from representing your interest. I will advise my malpractice carrier of this new representation for coverage purposes.

It is understood that this relationship may be terminated by either party, with or without cause, by giving the other party thirty days written notice of such termination. Any remaining fees or expenses shall be paid at such time.

Concerning the fee arrangement, the following shall apply:

Retainer: You have advised and it is accepted that the City shall pay a monthly retainer of \$500.00, payable directly on the 1st day of each month without invoice. The retainer payment shall cover preparation and attendance at one monthly council meeting, normally conducted on the 2nd Monday of each month. In the event there is also a caucus meeting during the month, there shall be an additional \$500.00 payment. The total retainer shall be \$1,000.00, per month. The retainer shall cover non-substantive communications unrelated to legal services provided.

Fees: Outside of the retainer, I will bill for services on the standard hourly basis. My billing time will be in 10 minute increments billed to the nearest increment. Fee rates will be calculated by applying the hourly rate assigned to attorneys or other staff by the time spent on each matter. As with your prior counsel I will undertake representation at the initial rate of \$180.00, per hour, for attorney work and one-half of such, or \$90.00, per hour, for other attorney, paralegal or legal secretarial work required. These billing rates may be reviewed annually and adjusted with prior written notice of such being provided.

Other Charges: Depending upon the matter, I may be required to use various in-office support systems and outside services and the City may incur and be billed for costs in addition to professional fees. For example, large copy projects, overnight mailings, long distance telephone calls, computer research charges, travel expenses, filing and recording fees, court reporting and expert witnesses. (If the employment of any expert is required, prior approval will be sought before incurring any such expense). These costs will be added to the monthly billing statement for reimbursement or payment. There may occasion where I may request the City pay a vendor directly.

Billing Procedure: I will invoice the City on a monthly basis at the beginning of each month for the prior month's activity. The invoice shall separately state the amount of fees and costs. The invoice shall be due and payable within 15 days thereof. Payment shall be made to the order of Daniel R. Braun, PSC.

Other Matters: As I am often absent from my office, contact can be made through use of my cell phone number, 859-653-9526 and e-mail at braunnkylaw@aol.com. The City agrees to provide me with all file materials, Ordinance books and/or other documentation or records necessary to undertake my representation. I shall also be free to use the services of the City Clerk when necessary.


Commencement Date: The terms of this Agreement shall commence as of August 1, 2020.

By signing below we hereby acknowledge that we have read the foregoing, agree to and accept its terms and conditions and that such will act as the Agreement by and between the parties hereto, with the Mayor having legal authority to consent and execute the same so that Daniel R. Braun, PSC shall be and is hereby employed to represent the City of Park Hills in accordance therewith.

CITY OF PARK HILLS, KENTUCKY

By: 
KATHY ZEMBRODT
Mayor

DANIEL R. BRAUN, PSC
ATTORNEY AT LAW

By: 
DANIEL R. BRAUN
ATTORNEY

Kathy,

If this acceptable, please execute and return a copy to me. I'll then be in touch on what to do next to start to get acquainted with matters and personnel. Thanks.