

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Monday, January 08, 2018 12:27 PM  
**To:** Bob Wilson  
**Subject:** Clai Brown

Hi Bob, I left you a voicemail regarding my representation of Clai. I understand you are the city attorney of Avondale Estates. I'd love to talk to you about his situation when you have a moment. Lee

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
*telephone* 404-873-8000 | *fax* 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Stephen Quinn

---

**From:** Bob Wilson  
**Sent:** Friday, January 12, 2018 5:41 PM  
**To:** Stephen Quinn  
**Subject:** FW: Rescinding my Resignation

**From:** Clai Brown [mailto:rcbrown@avondaleestates.org]  
**Sent:** Thursday, January 11, 2018 2:07 PM  
**To:** Adela Yelton <ayelton@avondaleestates.org>; Brian Fisher <bfisher@avondaleestates.org>; Jonathan Elmore <jelmore@avondaleestates.org>; Lionel Laratte <llaratte@avondaleestates.org>; Lisa Shortell <lshortell@avondaleestates.org>  
**Cc:** Bob Wilson <bwilson@wmdlegal.com>; lparks@pcwlawfirm.com  
**Subject:** Rescinding my Resignation

Dear Board of Mayor and Commissioners,

This will serve as notice of my decision to rescind my resignation based on the decision made on Tuesday, January 9 in Executive Session not to honor the First Amendment of my Employment contract. Your decision was communicated to my counsel by Bob Wilson in his capacity as City Attorney. While I am disappointed in the City's failure to honor my contract, I will continue to do my job and provide the very best service to our residents and business owners.



### R.C. Brown

City Manager  
City of Avondale Estates  
21 North Avondale Plaza  
Avondale Estates, Ga. 30002  
O (404) 294-5400  
F (404)-299-8137

[Facebook](#) | [Twitter](#) | [Instagram](#) | [E-News](#)  
[AvondaleEstates.org](http://AvondaleEstates.org)

## Bob Wilson

---

**From:** Bob Wilson  
**Sent:** Thursday, January 18, 2018 9:15 AM  
**To:** 'Lee Parks'  
**Subject:** RE: Clai Brown

Good morning Lee. I hope the snow and ice has not caused you any problems.

Thank you for your email of yesterday. I am authorized to let you know that Mayor Elmore will be sending Clai an email this morning (somewhere around this time) to let him know that the Board of Mayor and Commissioners has decided to accept his rescission of resignation and that he will be allowed to remain as City Manager. He will let Clai know that they plan to work openly and cooperatively with him, and that they expect him to do likewise with them, to resolve any issues between them in order to best serve the citizens of Avondale Estates.

Let us hope that this will put the matter to rest and that in the days ahead the BMOC and City Manager will be able to rebuild a good working relationship.

Thank you.

Bob Wilson

**From:** Lee Parks [mailto:LParks@pcwlawfirm.com]  
**Sent:** Wednesday, January 17, 2018 10:16 AM  
**To:** Bob Wilson <bwilson@wmdlegal.com>  
**Subject:** Clai Brown

Bob, let me know if we need to talk before your Executive Session tomorrow. Clai is resolved to remain in the position unless the Board prefers he leave and then we can reach agreement on severance. I guess the next move needs to come from your client in terms of what it wants to do. But, hopefully cooler heads prevail and a solution is found. Lee

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
*telephone* 404-873-8000 | *fax* 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

*File  
Avondale  
Clai Brown  
Morton*

A. Lee Parks, Jr.  
lparks@pcwlawfirm.com

January 19, 2018

**Via U.S. Mail & E-mail: bwilson@wmdlegal.com**

Robert E. Wilson, Esq.  
Wilson, Morton & Downs, LLC  
Two Decatur TownCenter  
125 Clairemont Avenue, Suite 420  
Decatur, Georgia 30030

**Re: Roy "Clai" Brown**

Dear Bob:

We are in receipt of the BOMC Resolution regarding my client that is to be read at the January 22, 2018 Board of Mayor and Commissioners meeting. As I previously stated, Mr. Brown is committed to serving as City Manager for the City of Avondale Estates until he and the Board can reach agreed upon terms regarding his departure. But we continue to dispute that the Board can disavow the prior amendment to his Employment Contract, which you reviewed and signed, guaranteeing him severance equal to one-year's salary. As such we don't believe that the upcoming resolution removes or otherwise eliminates the City's obligations with respect to the severance.

As you know, pursuant to its Charter, the City of Avondale Estates has the power to make and enter into contracts. Charter Section 1.12(a)(6). Pursuant to that authority, the City executed the February 11, 2008 Employment Contract with Mr. Brown. Also pursuant to that authority, the City amended that Employment Agreement to include a term that the City would pay Mr. Brown a severance equal to twelve month's base salary in the event of termination without cause or resignation. That Amendment was executed by the City's Mayor *Pro Tempore* and approved as to form by you. Again, the City's Charter vests the Mayor *Pro Tempore* with the authority to execute the Amendment on behalf of the City. Charter Section 2.23. Because of that Charter-based authority, we do not believe that the holding of *City of McDonough v. Campbell*, 289 Ga. 216 (2011) is applicable to this case.

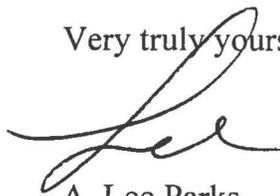
Moreover, the court's holding in *City of McDonough v. Campbell* does not render all employment contracts between governments and their officials containing severance provisions void *ab initio*. That construction would lead to an absurd result. Instead, the court held that whether such a contract was reasonable or impinged on successor

governments' ability to legislate freely differs upon the circumstances of each case. The facts of this case demonstrate that the City's ability to freely legislate is not impaired by the Amendment. We are not dealing with a hypothetical situation here. Rather, the severance provided for in the Amendment is equal to the City Manager salary that is already included in the proposed 2018 budget for the City. Beyond the proposed budget, the City has approximately \$1.2 million in cash reserves that can be used for operations. Additionally, the City maintains \$1.1 million in retained capital funds, as well as another unrestricted fund in the amount of \$78,000 that is earmarked for the Downtown Development Authority, which could be used to fund the severance as the DDA is separate and distinct from the City's operations. Put simply, under the facts of this case, the Board of Mayor and Commissioners will not be able to demonstrate that their ability to freely legislate has been restricted by the Amendment's severance provision.

While Mr. Brown is beloved by the residents of the City of Avondale Estates, he harbors as strong a feeling for the City himself. He of course would prefer to resolve this matter short of litigation that would damage the reputation of the City, and that is why I am reaching out to you. I suggest that you and I meet to discuss whether a reasonable resolution can be had prior to the Board of Mayor and Commissioners taking any action or passing any resolution that would make litigation inevitable.

I look forward to hearing from you.

Very truly yours,



A. Lee Parks

January 25, 2018

**VIA HAND DELIVERY**

A. Lee Parks, Esq.  
Parks, Chesin & Wolbet, PC  
75 14<sup>th</sup> Street, 26<sup>th</sup> Floor  
Atlanta, Georgia 30309

**RE: Roy "Clai" Brown**

Dear Lee:

As you know, I represent the City of Avondale Estates. This letter will set forth the City's offer of settlement to your client, Mr. Brown.

To briefly recap, Mr. Brown resigned his position as City Manager on December 6, 2017. Mr. Brown has demanded certain benefits and severance pay per a purported First Amendment with the City dated February 23, 2015. As I have previously conveyed, the City believes that the purported First Amendment 1.) was never properly approved by the BOMC and 2.) would not be enforceable in any event against the current Board pursuant to O.C.G.A. § 36-30-3(a) and McDonough v. Campbell, 289 Ga. 216 (2011).

When I informed you that the City would not ratify the purported First Amendment, Mr. Brown offered to rescind his resignation. The City responded that it was willing to allow Mr. Brown to remain as City Manager and that, going forward, the City would renounce the First Amendment but would ratify the original contract (including a provision for six months' salary as severance pay if the City terminated Mr. Brown without cause). Mr. Brown rejected the City's proposal.

The City of Avondale Estates makes the following offer of settlement to Mr. Brown:

- 1.) Sick leave and vacation pay. Under the original contract between the parties and the City's general personnel practice and policy, cash payment for sick leave is capped. Applying this formula to Mr. Brown's 772.93 accumulated sick leave hours and salary, he is entitled to \$4,438.15 for his sick leave payout. Mr. Brown is also entitled to a payout of \$22,763.36 for accumulated sick leave. The total due to Mr. Brown for "compensated absences" is \$27,201.52.
- 2.) Settlement Payment. The City is resolute in its position that the purported First Amendment is void and that Mr. Brown is not entitled to severance pay for resigning under the original contract. (To the extent that Mr. Brown has successfully rescinded

his resignation, the City has grounds to terminate him for cause.) Nonetheless, the City appreciates the value of resolving this matter without litigation. The City hereby offers to pay Mr. Brown \$44,787.60 (three month's salary) to settle his claim.

This offer of settlement will remain open until Monday, January 29, 2018, at noon. If Mr. Brown accepts, he would be required to sign a written release of all claims against the City in connection therewith.

Sincerely,

WILSON, MORTON & DOWNS, LLC

A handwritten signature in black ink, appearing to read "R. E. Wilson", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke at the end.

ROBERT E. WILSON

SGQ:cah

## Stephen Quinn

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Thursday, January 25, 2018 2:33 PM  
**To:** Stephen Quinn  
**Cc:** Bob Wilson  
**Subject:** Clai Brown/ City of Avondale Estates

Bob and Steve, here is my summary of the settlement terms under discussion: Clai's last day in the office would be 2/9. He would take sick leave through the end of the month and resign his position as City Manager as of that date. He would remain on the payroll as a consultant, and be paid his salary and continue to receive all insurance benefits until August 31. He would not accrue further vacation or sick leave during that 6 month period. He would resign his employment on August 31. In exchange for his continuing to serve as a consultant, the City would cover his COBRA costs through the end of the year. Clai would be paid for his accrued vacation at the rate you calculated ( \$22,763) and sick leave (120 hours x \$86.04 or \$10,324.80) within a reasonable time after he resigns as City Manager. The consultancy would need some time commitment parameters to insure it is not a full time job. The parties would work on a mutually agreeable media release and take care not to disparage one another. The settlement would release all claims including but not limited to any claims Clai may have under his employment agreement and the First Amendment thereto.

I think that covers what we discussed. Let me know if I left anything out. This is something I can recommend to Clai

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
*telephone* 404-873-8000 | *fax* 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Bob Wilson

---

**From:** Bob Wilson  
**Sent:** Thursday, January 25, 2018 3:07 PM  
**To:** Lee Parks; Stephen Quinn  
**Subject:** Re: Clai Brown/ City of Avondale Estates

Thanks Lee. I think this covers it but if there is something I am over looking Stephen will note it. Thanks for meeting with us today. Bob

Sent from my BlackBerry 10 smartphone.

---

**From:** Lee Parks  
**Sent:** Thursday, January 25, 2018 2:32 PM  
**To:** Stephen Quinn  
**Cc:** Bob Wilson  
**Subject:** Clai Brown/ City of Avondale Estates

Bob and Steve, here is my summary of the settlement terms under discussion: Clai's last day in the office would be 2/9. He would take sick leave through the end of the month and resign his position as City Manager as of that date. He would remain on the payroll as a consultant, and be paid his salary and continue to receive all insurance benefits until August 31. He would not accrue further vacation or sick leave during that 6 month period. He would resign his employment on August 31. In exchange for his continuing to serve as a consultant, the City would cover his COBRA costs through the end of the year. Clai would be paid for his accrued vacation at the rate you calculated ( \$22,763) and sick leave (120 hours x \$86.04 or \$10,324.80) within a reasonable time after he resigns as City Manager. The consultancy would need some time commitment parameters to insure it is not a full time job. The parties would work on a mutually agreeable media release and take care not to disparage one another. The settlement would release all claims including but not limited to any claims Clai may have under his employment agreement and the First Amendment thereto.

I think that covers what we discussed. Let me know if I left anything out. This is something I can recommend to Clai

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
telephone 404-873-8000 | fax 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Stephen Quinn

---

**From:** Stephen Quinn  
**Sent:** Friday, January 26, 2018 12:06 PM  
**To:** 'Lee Parks'  
**Cc:** Bob Wilson  
**Subject:** RE: Clai Brown/ City of Avondale Estates

Lee:

Bob and I met with the Mayor at length this morning. He is prepared to support a resolution that is in keeping with what you laid out below, but we would like to talk to you about one or two potential tweaks to the plan. Do you have some time available this afternoon for a phone call with us?

-Stephen

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638

The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at (404) 377-3638.

**From:** Lee Parks [mailto:LParks@pcwlawfirm.com]  
**Sent:** Thursday, January 25, 2018 2:33 PM  
**To:** Stephen Quinn <squinn@wmdlegal.com>  
**Cc:** Bob Wilson <bwilson@wmdlegal.com>  
**Subject:** Clai Brown/ City of Avondale Estates

Bob and Steve, here is my summary of the settlement terms under discussion: Clai's last day in the office would be 2/9. He would take sick leave through the end of the month and resign his position as City Manager as of that date. He would remain on the payroll as a consultant, and be paid his salary and continue to receive all insurance benefits until August 31. He would not accrue further vacation or sick leave during that 6 month period. He would resign his employment on August 31. In exchange for his continuing to serve as a consultant, the City would cover his COBRA costs through the end of the year. Clai would be paid for his accrued vacation at the rate you calculated ( \$22,763) and sick leave (120 hours x \$86.04 or \$10,324.80) within a reasonable time after he resigns as City Manager. The consultancy would need some time commitment parameters to insure it is not a full time job. The parties would work on a mutually agreeable media release and take care not to disparage one another. The settlement would release all claims including but not limited to any claims Clai may have under his employment agreement and the First Amendment thereto.

I think that covers what we discussed. Let me know if I left anything out. This is something I can recommend to Clai

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309

*telephone* 404-873-8000 | *fax* 404-873-8050

[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Monday, January 29, 2018 11:03 AM  
**To:** Bob Wilson; sqinn@wmdlegal.com  
**Subject:** Brown

I think we are there but we have to deal with the 15.3% self-employment tax on monies paid to an Independent Contractor rather than the 7.65% social security he would pay as an employee. I have some ideas. When is a good time to talk?

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
*telephone* 404-873-8000 | *fax* 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Monday, January 29, 2018 2:30 PM  
**To:** Stephen Quinn; Bob Wilson  
**Subject:** RE: Clai Brown/ City of Avondale Estates

Ok, well it is not really a settlement offer as much as a response of your clients request we modify the nature of his relationship with the City over the term where severance is paid

A. LEE PARKS

PARKS | CHESIN | WALBERT

---

**From:** Stephen Quinn [mailto:squinn@wmdlegal.com]  
**Sent:** Monday, January 29, 2018 2:10 PM  
**To:** Lee Parks; Bob Wilson  
**Subject:** RE: Clai Brown/ City of Avondale Estates

Thank you Lee. We will schedule an executive session with the BOMC and let you know their response to Mr. Brown's settlement offer.

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638

The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at (404) 377-3638.

**From:** Lee Parks [mailto:LParks@pcwlawfirm.com]  
**Sent:** Monday, January 29, 2018 1:52 PM  
**To:** Stephen Quinn <squinn@wmdlegal.com>; Bob Wilson <bwilson@wmdlegal.com>  
**Subject:** FW: Clai Brown/ City of Avondale Estates

Based on your advice to me that he Mayor could support the settlement summarized in my email to you of 1/25 (see below) if we changed Clai's status to Independent Contractor beginning March 1 and paid out the 6 months of salary in 10 equal installments and paid for his COBRA premium until the end of the year, we could do that deal if the City covered the increase in taxes which come from the 15.3% self-employment taxes an Independent Contractor must pay versus the 7.65% an employee pays for social security. Grossed up to offset taxes that comes to \$900 per month for the 10 months. We can cover that via an increased leave payout or just by adding \$900 to each monthly payment, whatever is best for your client. Lee

---

A. LEE PARKS

PARKS | CHESIN | WALBERT

---

**From:** Lee Parks  
**Sent:** Thursday, January 25, 2018 2:33 PM  
**To:** 'squinn@wmdlegal.com'  
**Cc:** [bwilson@wmdlegal.com](mailto:bwilson@wmdlegal.com)  
**Subject:** Clai Brown/ City of Avondale Estates

Bob and Steve, here is my summary of the settlement terms under discussion: Clai's last day in the office would be 2/9. He would take sick leave through the end of the month and resign his position as City Manager as of that date. He would remain on the payroll as a consultant, and be paid his salary and continue to receive all insurance benefits until August 31. He would not accrue further vacation or sick leave during that 6 month period. He would resign his employment on August 31. In exchange for his continuing to serve as a consultant, the City would cover his COBRA costs through the end of the year. Clai would be paid for his accrued vacation at the rate you calculated ( \$22,763) and sick leave (120 hours x \$86.04 or \$10,324.80) within a reasonable time after he resigns as City Manager. The consultancy would need some time commitment parameters to insure it is not a full time job. The parties would work on a mutually agreeable media release and take care not to disparage one another. The settlement would release all claims including but not limited to any claims Clai may have under his employment agreement and the First Amendment thereto.

I think that covers what we discussed. Let me know if I left anything out. This is something I can recommend to Clai

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
*telephone* 404-873-8000 | *fax* 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.



January 30, 2018

Via Email to [LParks@pcwlawfirm.com](mailto:LParks@pcwlawfirm.com) and U.S. Mail

A. Lee Parks, Esq.  
Parks, Chesin & Wolbet, PC  
75 14<sup>th</sup> Street, 26<sup>th</sup> Floor  
Atlanta, Georgia 30309

**RE: Roy "Clai" Brown**

Dear Mr. Parks:

As you know, the City previously made an offer of settlement to Mr. Brown on January 25, 2018. Mr. Brown rejected that offer and made a counter offer to the City. We have estimated the total cost to the City of Mr. Brown's counter offer to be approximately \$155,000.

The City is resolute in its position that the purported First Amendment is void and that Mr. Brown is not entitled to severance pay for resigning under the original contract. (To the extent that your position is that Mr. Brown has successfully rescinded his resignation, the City has grounds to terminate him for cause and is prepared to do so.)

Today the BOMC met and decided to reject Mr. Brown's counter offer. The Board believes that \$155,000 is considerably more than Mr. Brown could reasonably hope to obtain through litigation. Nonetheless, the City appreciates the value of resolving this matter without litigation.

The City of Avondale Estates makes the following offer of settlement to Mr. Brown:

- 1.) Sick leave and vacation pay. Accrued "compensated absences" would be paid per the terms of the original contract between the parties and the City's general personnel practice and policy. Applying this formula to Mr. Brown's 772.93 accumulated sick leave hours and salary, Mr. Brown would be paid \$10,324.80 for his unused accrued sick leave. Mr. Brown would also receive a payout of \$22,763.36 for accumulated vacation leave. The total offer for "compensated absences" is \$33,088.16.
- 2.) Settlement Payment. The City hereby renews its offer to pay Mr. Brown \$44,787.60 (three month's salary) to release any potential claims against the City.

3.) Consultancy. In addition to the payments referenced in #1 and #2 above, the City offers to engage Mr. Brown as a consultant for four months, beginning February 19, 2018. As a consultant, Mr. Brown would operate as an independent contractor and would be paid \$6,250 per month for his services. Mr. Brown would be required to respond to inquiries from the acting/ current city manager within 24 hours. The consultancy would be capped such that Mr. Brown would not be required to perform more than ten hours of consulting per week. In the event that Mr. Brown fails to perform his consulting obligations, the City would be empowered to terminate the consultancy "for cause."

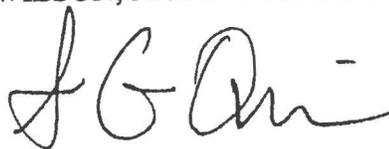
4.) Miscellaneous Terms of Settlement. The following details are conditions of the City's offer of settlement set forth herein:

- Mr. Brown's final day of employment with the City would be February 16, 2018;
- Mr. Brown would be responsible for paying for his own insurance, through the COBRA program, once he is no longer an employee of the City; and
- The parties would agree upon a mutually acceptable statement to the media that would announce the mutually agreed upon end to Mr. Brown's employment.

The total value of the City's offer expressed herein is \$102,875.40. This offer of settlement will remain open until Friday, February 2, 2018, at 5:00 p.m. If Mr. Brown accepts, he would be required to release all claims against the City in connection therewith.

Sincerely,

WILSON, MORTON & DOWNS, LLC



Stephen G. Quinn

SGQ/mle

cc: Board of Mayor and Commissioners  
Robert E. Wilson, City Attorney

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Wednesday, January 31, 2018 5:11 PM  
**To:** Bob Wilson  
**Cc:** Lee Parks  
**Subject:** Brown/ Avondale

Bob, per our call today, here are my thoughts on why the proposal we jointly crafted last Friday makes sense and some ways we may be able to reshape so your Board will be more comfortable with the deal.

First, they need to know the proposal Steve relayed to them was not a "counter offer" by Clai in the conventional sense. On Friday, I started at 9 months and only agreed to recommend 6 months if that would get the deal done. It is hardly a "counter offer" when I have to spend the weekend convincing my client the deal will bring him closure and he should do it. You can see why he is feeling a little blindsided.

Second, the leave balances are not severance but payments any city employee gets even if they are terminated or cause. They should not include that cost in their calculation of the cost of "severance." They are getting over 600 sick leave hours wiped off the books. Pretty good deal.

Third: we use sick leave to get him to the end of February as planned. Invisible to the severance but added 7K in value so it's important to keep

Fourth, they can add a 4th month to severance (value \$14,929) and pay out the severance monthly through payroll so that gets 4 months of insurance paid without COBRA premiums and gets us through June.

Fifth, the 6 month consulting period then runs through 12/31 as agreed at 5,500k per month, and the City Pays only six months of COBRA rather than 10. The \$5500 include the 15.3 % tax Clai will have to pay to receive the money as an independent contractor.

Assuming \$1500 per month COBRA premium the total value of the package is 130,574 when you realize that the leave payout is not severance. That compares very favorably to the 300K owed under the First Amended agreement and is even less severance than what he would be due under the original contract. Additional savings can come from eliminating the Independent contractor ("IC") status since you'd eliminate 6 months of COBRA and \$500 per month on the consulting fee. Of course, the Board can choose to stay with the IC status, but then they should not complain about the incremental cost of that decision. Lastly, the Board can write the press release and Clai will do all he can to unify the residents behind the Board. That should be worth a lot versus litigation which will polarize the town.

We are open to ideas that retain the value of the deal. Lee

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
telephone 404-873-8000 | fax 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

A. Lee Parks, Jr.  
lparks@pcwlawfirm.com

February 2, 2018

**Via U.S. Mail & Email: [bwilson@wmdlegal.com](mailto:bwilson@wmdlegal.com); [squinn@wmdlegal.com](mailto:squinn@wmdlegal.com)**

Robert E. Wilson, Esq.  
Stephen G. Quinn, Esq.  
Wilson, Morton & Downs, LLC  
125 Clairemont Avenue, Suite 420  
Decatur, Georgia 30030

**Re: Clai Brown**

Dear Bob and Steve:

This letter summarizes our discussions at our meeting last week and the subsequent calls and emails regarding settlement prior to my receipt of Steve's letter dated January 30. I can only conclude there must have been some lack of clarity as to the origin of the settlement proposal the Board of Commissioners considered last Tuesday. The fact Steve characterized that proposal in his letter as a "counter-offer from Mr. Brown" leads me to conclude the Board didn't know the true origin of that proposal.

Let me recount the process whereby we jointly formulated that proposal. Last Friday, you both were kind enough to come to my office where we discussed possible solutions that would be in the best interests of the City and Mr. Brown. I offered to settle the claim for nine (9) months of severance paid via salary continuation and insurance benefits through the end of 2018 plus payout of the loan balances per City policy. This proposal was based on the midpoint between the amended contract and the original contract. Bob believed that the severance should be limited to six (6) months of salary, and a portion of that amount would need to be paid as compensation for consulting services to help the City with the transition.<sup>1</sup> You agreed to recommend six (6) months' salary divided between severance and consulting fees, insurance through the end of the year, with a termination date of February 28 as an acceptable final settlement. Because you planned to seek the Mayor's support for this settlement in advance of the Board meeting, you asked me to confirm Clai would accept the settlement, so the only thing the

---

<sup>1</sup> You also presented me with the City's calculation on the value of leave balances, which you said were in line with City policy, and I agreed to those amounts which are set forth in Point 1 of your letter.

Robert E. Wilson, Esq.  
Stephen G. Quinn, Esq.  
February 2, 2018  
Page 2 of 2

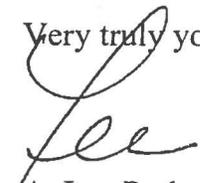
Board had to do was approve the pre-negotiated settlement. I spent the weekend getting my client to agree to the terms you said you believed would settle the case.

On Monday, you advised me the Mayor would support the settlement as set forth in our email exchange following the Friday meeting, but preferred the consulting work be done as an independent contractor. I pointed out the additional costs involved (Cobra premiums and a self-employment tax of 15.3 %) and you all said that was still the way the Mayor wanted to go so I agreed. Then, I get this letter with a “counter-proposal” that is not even close to what I was asked to get my client to accept.

I can only assume the Board was unaware of the fact that the settlement terms they were asked to consider were the product of extensive negotiations between the City Attorney and counsel for Mr. Brown. While I do not contend the negotiated resolution was binding on the Board, I have summarized the facts so the Board knows why we were more than just a little surprised by the receipt of a counter-offer to an offer **the City Attorney and Mayor supported as a fair compromise.**

Mr. Brown is willing to continue to talk. He believes the proposal crafted by the parties’ counsel and supported by the Mayor is a fair one and one that is in the best interests of the City. Hopefully, this letter will provide the Board a better understanding of the negotiations to date and help the parties find a path to closure.

Very truly yours,



A. Lee Parks

ALP:kt  
cc: Clai Brown (via email)

---

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Friday, February 02, 2018 3:55 PM  
**To:** Bob Wilson  
**Subject:** RE: Roy "Clai" Brown

Thanks. I will discuss with Clai and then reach out to discuss with you

A. LEE PARKS

PARKS | CHESIN | WALBERT

---

**From:** Bob Wilson [mailto:bwilson@wmdlegal.com]  
**Sent:** Friday, February 02, 2018 3:50 PM  
**To:** Lee Parks  
**Cc:** Stephen Quinn  
**Subject:** Roy "Clai" Brown

### **RE: Possible Settlement between BOMC for Avondale Estates and Roy "Clai" Brown**

Lee:

I have carefully considered all that we have discussed and reviewed the thoughts that you sent to me, and evaluated them in light of the BOMC position and concerns. I have done this in the hope of presenting something that possibly each of us can recommend to our respective clients and that they might mutually accept. Additionally, by separate email, I am forwarding a rough draft of a statement the Mayor would make with the BOMC and Clai beside him for your consideration.

Basically, I have no issue with the points you make except to again express that the BOMC hold that the Amendment is without any validity and that under the original '08 contract Clai would not be entitled to 6 month's pay as your position seems to assume, but that he would only be entitled to it if he was released without cause (and I am sure neither of us believe it fruitful to get into the cause versus not for cause discussion). Additionally, I do understand that Clai is entitled to the vacation and sick leave he has accrued under City policies and the '08 contract even though my client has difficulty separating those funds from what we are discussing. Thus, I am trying to present a total package without getting hung up on any of those matters in an effort to present something that can get us to a final result.

In light of the above, here are my thoughts on a potential resolution to present to our clients:

- 1.) Sick leave and vacation pay. Accrued "compensated absences" would be paid per the terms of the original contract between the parties and the City's general personnel practice and policy. Applying this formula to Clai's 772.93 accumulated sick leave hours and salary, he would be paid \$10,324.80 for his unused accrued sick leave, which by policy is capped at 120 hours. Clai would also receive a payout of \$22,763.36 for accumulated vacation leave. The total for "compensated absences" is \$33,088.16. In any agreement, we would simply have some statement that Clai would be paid for any unused and accrued sick and vacation leave in accordance with his contract of '08 and City policies exactly like any other employee.

- 2.) Severance Payment. The City would pay Clai \$44,787.60 (three month's salary) and he would release any potential claims against the City.
- 3.) Administrative Leave. In light of the large volume of sick leave Clai has accrued, the City will allow him to be on administrative leave (or whatever we choose to call it) from February 12<sup>th</sup> through February 28<sup>th</sup>. Clai would not report to work and would not accrue any additional vacation or sick leave time during this period. He would remain on the payroll and receive his full salary and health benefits. By my calculation this has a value of \$10,934.95. During this period, Clai would consult with the acting or permanent City Manager as requested, up to 10 hours per week.
- 4.) Consultancy. In addition to the payments referenced in #1, #2 and #3 above, the City offers to engage Clai as a consultant for four months, beginning March 1, 2018. As a consultant, Clai would operate as an independent contractor and would be paid \$6,250 per month for his services. He would be required to respond to inquiries from the acting/ current city manager within 24 hours. The consultancy would be capped such that he would not be required to perform more than ten hours of consulting per week. In the event that he fails to perform his consulting obligations, the City could terminate the consultancy "for cause."
- 5.) Extended Health Insurance Benefits. During this period from March 1, 2018 through December 31, 2018, the City would pay the cost of Clai retaining his current health insurance plan through the COBRA program. Premium payments would be made directly from the City to the insurer. In the event he secures other employment and his new employer makes a comparable insurance plan available he would be obligated to notify the City and the City would have no further obligation to pay his COBRA once he is covered by the other insurance plan. If the City pays all 10 months, at \$1,970.00 per month, the total cost will be \$19,700.00
- 6.) Miscellaneous Terms of Settlement. The following details would be part of the settlement:
  - Clai's final day as City Manager would be February 9, 2018. His final day of employment with the City would be February 28, 2018; and
  - The parties would agree upon a mutually acceptable statement to the media that would announce the mutually agreed upon conclusion of Clai's service as City Manager and his employment with the City.

The total value of is \$133,510.71 with the vacation and sick leave included, and without it \$100,422.55.

Lee, I cannot guarantee you that we can get the BMOC to agree to this. However, I will guarantee you my best efforts to get them to do so, if you will do likewise to get Clai to agree if we succeed. This will be our last chance at success in my opinion. Let me know your thoughts, and if you need to reach me feel free to call my cell 404 403 7832 anytime over the weekend.

Bob

Robert E. Wilson  
Wilson, Morton & Downs, LLC  
Two Decatur TownCenter  
125 Clairemont Avenue, Suite 420  
Decatur, Georgia 30030  
Telephone (404) 377-3638  
Facsimile (404) 941-3456

The information in this transmission is privileged and confidential and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at 404-377-3638.

## Bob Wilson

---

**From:** Bob Wilson  
**Sent:** Friday, February 02, 2018 3:58 PM  
**To:** 'Lee Parks'  
**Cc:** Stephen Quinn  
**Subject:** Public Statement

### CITY OF AVONDALE ESTATES / R. CLAI BROWN JOINT PUBLIC STATEMENT PRESENTED BY THE MAYOR

The last two months, since Mr. Brown announced his resignation as our City Manager, have been challenging for the Board of Mayor and Commissioners (BOMC), Mr. Brown, City Staff and the citizens of Avondale Estates. I speak for both our BOMC as well as Clai, that all of us love our city and want it to prosper and continue to be a wonderful place to live and raise a family. None of us wants anything but the best for Avondale Estates, our citizens and for one another. In no way do we want to have division in our community. In fact, we want quite the opposite...we want harmony. Because of our respect for one another and our mutual commitment to this community, we have worked over the past month to find a way to fairly address the issues between us.

Today, we are pleased to tell you that the BOMC and Mr. Brown have reached a mutually acceptable agreement that will allow the parties to move forward in a positive and productive way. Mr. Brown's last day as City Manager will be February 9, 2018. However, Mr. Brown will continue to serve as a consultant to the City through June 30<sup>th</sup> in order to ease the transition for a new city manager. Although there is no such thing as a perfect solution to a situation such as this, each of us is confident that we are doing what is fair for all concerned, and in the best interest of our community.

The Board thanks Clai for his ten years of devoted service to the community. On behalf of our community, I also want to express to Clai that during his tenure he has made a difference....a very positive difference....and we are grateful. Clai has expressed to us as well as to all those who have served on the BOMC during his tenure his deep appreciation for the opportunity to serve the community in which he was raised and lives. Each of us wish the other well in the future and are confident that great things lie ahead for the City of Avondale Estates.

Robert E. Wilson  
Wilson, Morton & Downs, LLC  
Two Decatur TownCenter  
125 Clairemont Avenue, Suite 420  
Decatur, Georgia 30030  
Telephone (404) 377-3638  
Facsimile (404) 941-3456

The information in this transmission is privileged and confidential and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at 404-377-3638.

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Friday, February 09, 2018 11:20 AM  
**To:** Bob Wilson  
**Subject:** RE: Clai BRown

Ok, then let's not do any announcing today. Leave that till Monday

A. LEE PARKS

PARKS | CHESIN | WALBERT

---

**From:** Bob Wilson [mailto:bwilson@wmdlegal.com]  
**Sent:** Friday, February 09, 2018 11:16 AM  
**To:** Lee Parks  
**Subject:** Re: Clai BRown

Lee: We have a draft almost ready but because of us being in two separate matters at present it will be this afternoon before we can get it to you. I hope sometime between 2 and 3. Bob

Sent from my BlackBerry 10 smartphone.

---

**From:** Lee Parks  
**Sent:** Friday, February 9, 2018 11:09 AM  
**To:** Bob Wilson  
**Subject:** Clai BRown

Bob, what is the status of the agreement? As I understand it, you all want him to go on leave after today. We need to have a signed agreement for that to happen. I am slammed but will make time to review it but need it before noon.

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309  
telephone 404-873-8000 | fax 404-873-8050  
[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Friday, February 09, 2018 11:31 AM  
**To:** Bob Wilson  
**Subject:** RE: Clai BRown

Perfect

A. LEE PARKS

PARKS | CHESIN | WALBERT

---

**From:** Bob Wilson [mailto:bwilson@wmdlegal.com]  
**Sent:** Friday, February 09, 2018 11:25 AM  
**To:** Lee Parks  
**Subject:** Re: Clai BRown

Totally. The announcement should be Monday afternoon. It will not change anything. Clai can take Monday off per our discussions and I feel sure we can finalize the Agreement by that afternoon. We want to notice Wednesdays meeting and the fact that the parties have reached a resolution late that afternoon.

Sent from my BlackBerry 10 smartphone.

---

**From:** Lee Parks  
**Sent:** Friday, February 9, 2018 11:20 AM  
**To:** Bob Wilson  
**Subject:** RE: Clai BRown

Ok, then let's not do any announcing today. Leave that till Monday

A. LEE PARKS

PARKS | CHESIN | WALBERT

---

**From:** Bob Wilson [mailto:bwilson@wmdlegal.com]  
**Sent:** Friday, February 09, 2018 11:16 AM  
**To:** Lee Parks  
**Subject:** Re: Clai BRown

Lee: We have a draft almost ready but because of us being in two separate matters at present it will be this afternoon before we can get it to you. I hope sometime between 2 and 3. Bob

Sent from my BlackBerry 10 smartphone.

---

**From:** Lee Parks  
**Sent:** Friday, February 9, 2018 11:09 AM  
**To:** Bob Wilson  
**Subject:** Clai BRown

Bob, what is the status of the agreement? As I understand it, you all want him to go on leave after today. We need to have a signed agreement for that to happen. I am slammed but will make time to review it but need it before noon.

A. LEE PARKS

PARKS | CHESIN | WALBERT

75 14th Street, 26th Floor | Atlanta, Georgia 30309

telephone 404-873-8000 | fax 404-873-8050

[lparks@pcwlawfirm.com](mailto:lparks@pcwlawfirm.com) | [www.pcwlawfirm.com](http://www.pcwlawfirm.com)

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments. The sender prohibits any unauthorized use or dissemination of this communication.

## Stephen Quinn

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Sunday, February 11, 2018 12:24 PM  
**To:** Stephen Quinn  
**Cc:** Bob Wilson  
**Subject:** Re: Draft Brown Consulting Agreement

Bob and Steve, the consulting agreement needs work. Part 1a is not agreeable. It feels like Clai is being set up to fail. Without ever defining the scope of the request for services, you give him one day to respond. This Consulting agreement is a surrogate for severance. It is not a job. I understand the fine line we are walking here, but this provision needs to be deleted. I suggest the following:

"Brown agrees to assist the City in the transition to a new city manager. These consulting services are anticipated to be provided by Brown on a remote basis, but there could be circumstances when Brown's attendance at a meeting or other function is required. The City shall give Brown as much notice as possible when his attendance is required to render consulting services. "

We will not object to the reference to 10 hours a week IF you tell me that is not going to be a regular requirement and you agree on the work being done remotely.

We do not agree to an "at will" Consulting agreement where the City can terminate Clai if, in its subjective opinion, he is not doing a good job. We need a definition of termination for cause that excludes unsatisfactory work performance as that is too subjective when you are a consultant. I suggest we use the For Cause definition in the employment agreement. Also, if Brown disagrees with the decision to terminate, we need an arbitration provision to determine whether he was justifiably terminated with a prevailing party attorney fees provision. That usually is enough to get both sides to settle their differences. I trust this provision is "window dressing" as it would be insane for the City to buy its peace and blow it up over a 6500 bucks month consultancy. agreement. The termination date should be June 30 not 29 as the payment is tied to monthly services.

We need this agreement revised before there is any announcement. In that regard, I don't think it is a good idea to attach the statement. It looks like the deal has already been cut. That gets distributed after the vote. I think they are smarter for all concerned. If the Board wants to signal that this issue is on the mend it does so by putting the Severance agreement on the published agenda. Lee

> On Feb 9, 2018, at 4:41 PM, Stephen Quinn <squinn@wmdlegal.com> wrote:

>

> <BROWN CONSULTING AGREEMENT\_final.docx>

## Stephen Quinn

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Sunday, February 11, 2018 12:41 PM  
**To:** Stephen Quinn  
**Cc:** Bob Wilson  
**Subject:** Re: Clai Brown Settlement

The joint statement does not require any changes.

The severance agreement requires a few changes. In paragraph 1, we need to delete the reference to him resigning his position as city manager on 2/14, and substitute language stating that he "vacates" his position as city manager. He will remain on the payroll until February 28 on leave, and therefore he technically needs a position with the city. The consultancy does not begin until March 1. His resignation both from the position of city manager and city employment will be effective February 28. We are getting to the same place, but it's important to leave him in an employed status until Feb. 28 to justify his being on the payroll.

I don't think this will ever become an issue, but if the Cobra payments are deemed taxable to Brown, we need the City to pay half the taxes/penalties rather than pushing it all on Brown.

We need the release and covenant not to sue paragraphs to be mutual. We don't need lengthy language, but we need a sentence says g the City release any and all claims it may have against Brown and covenants nt to sue him on any released claim.

In paragraph 11, specific the he must return all CITY OWNED property which I think was your intent but we need to have the property specifically defined. Lee

On Feb 9, 2018, at 3:48 PM, Stephen Quinn <[squinn@wmdlegal.com](mailto:squinn@wmdlegal.com)> wrote:

Lee:

I have attached two documents for your review:

1. Separation Agreement,
2. Joint Public Statement.

There will be a third document as well – the Consulting Agreement – that I am working on now and will send to you shortly.

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638

The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at (404) 377-3638.

<Clai Brown Joint Statement.docx><Brown Separation Agreement REVISED 2-9-18.doc>

## Bob Wilson

---

**From:** Lee Parks <LParks@pcwlawfirm.com>  
**Sent:** Sunday, February 11, 2018 1:12 PM  
**To:** Bob Wilson  
**Subject:** Re: Clai Brown Settlement

Thanks

Sent from my iPhone

On Feb 11, 2018, at 1:05 PM, Bob Wilson <[bwilson@wmdlegal.com](mailto:bwilson@wmdlegal.com)> wrote:

Lee: Thank you for looking this over and getting back to us with you comments. We will do our best to address each concern and get back with you as soon as possible. Bob

---

**From:** Lee Parks  
**Sent:** Sunday, February 11, 2018 12:41 PM  
**To:** Stephen Quinn  
**Cc:** Bob Wilson  
**Subject:** Re: Clai Brown Settlement

The joint statement does not require any changes.

The severance agreement requires a few changes. In paragraph 1, we need to delete the reference to him resigning his position as city manager on 2/14, and substitute language stating that he "vacates" his position as city manager. He will remain on the payroll until February 28 on leave, and therefore he technically needs a position with the city. The consultancy does not begin until March 1. His resignation both from the position of city manager and city employment will be effective February 28. We are getting to the same place, but it's important to leave him in an employed status until Feb. 28 to justify his being on the payroll.

I don't think this will ever become an issue, but if the Cobra payments are deemed taxable to Brown, we need the City to pay half the taxes/penalties rather than pushing it all on Brown.

We need the release and covenant not to sue paragraphs to be mutual. We don't need lengthy language, but we need a sentence says g the City release any and all claims it may have against Brown and covenants nt to sue him on any released claim.

In paragraph 11, specific the he must return all CITY OWNED property which I think was your intent but we need to have the property specifically defined. Lee

On Feb 9, 2018, at 3:48 PM, Stephen Quinn <[squinn@wmdlegal.com](mailto:squinn@wmdlegal.com)> wrote:

Lee:

I have attached two documents for your review:

1. Separation Agreement,
2. Joint Public Statement.

There will be a third document as well – the Consulting Agreement – that I am working on now and will send to you shortly.

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638

The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at (404) 377-3638.

<Clai Brown Joint Statement.docx><Brown Separation Agreement REVISED 2-9-18.doc>

## Stephen Quinn

---

**From:** Stephen Quinn  
**Sent:** Monday, February 12, 2018 1:04 PM  
**To:** 'Lee Parks'  
**Cc:** Bob Wilson  
**Subject:** RE: Draft Brown Consulting Agreement  
**Attachments:** BROWN CONSULTING AGREEMENT.revised draft 2.12.18.docx

Lee:

Please see attached revised Consulting Agreement with changes shown in redline.

We understand that your client may view the consultancy as "a surrogate for severance" but it has real value to our client that factored in their decision to agree to pay the consulting fee. What is anticipated by the City is that the person acting as city manager will be able to call or email Clai to quickly get basic information and guidance. We expect this to take much less than 10 hours of Clai's time per week, but possibly a given week at some point during the period might approach this amount of time. We absolutely agree that the consulting will be remote.

I have made changes to this Agreement to protect Clai from an unfair termination. We contemplate that the consultancy can only be terminated if Clai flatly refuses to consult. I would expect that any consulting agreement would have some mechanism for the client to not pay if the consultant refuses to consult.

We cannot agree to a "for cause" standard of termination that requires a showing of some sort of wrongdoing. Hopefully you will view the notice of exact deficiency, opportunity to cure and arbitration provisions as adequately protecting Clai. If not, please propose alternate language.

-Stephen

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638

The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at (404) 377-3638.

-----Original Message-----

From: Lee Parks [mailto:LParks@pcwlawfirm.com]  
Sent: Sunday, February 11, 2018 12:24 PM  
To: Stephen Quinn <squinn@wmdlegal.com>  
Cc: Bob Wilson <bwilson@wmdlegal.com>  
Subject: Re: Draft Brown Consulting Agreement

Bob and Steve, the consulting agreement needs work. Part 1a is not agreeable. It feels like Clai is being set up to fail. Without ever defining the scope of the request for services, you give him one day to respond. This Consulting agreement is a surrogate for severance. It is not a job. I understand the fine line we are walking here, but this provision needs to be deleted. I suggest the following:

"Brown agrees to assist the City in the transition to a new city manager. These consulting services are anticipated to be provided by Brown on a remote basis, but there could be circumstances when Brown's attendance at a meeting or other function is required. The City shall give Brown as much notice as possible when his attendance is required to render consulting services. "

We will not object to the reference to 10 hours a week IF you tell me that is not going to be a regular requirement and you agree on the work being done remotely.

We do not agree to an "at will" Consulting agreement where the City can terminate Clai if, in its subjective opinion, he is not doing a good job. We need a definition of termination for cause that excludes unsatisfactory work performance as that is too subjective when you are a consultant. I suggest we use the For Cause definition in the employment agreement. Also, if Brown disagrees with the decision to terminate, we need an arbitration provision to determine whether he was justifiably terminated with a prevailing party attorney fees provision. That usually is enough to get both sides to settle their differences. I trust this provision is "window dressing" as it would be insane for the City to buy its peace and blow it up over a 6500 bucks month consultancy. agreement. The termination date should be June 30 not 29 as the payment is tied to monthly services.

We need this agreement revised before there is any announcement. In that regard, I don't think it is a good idea to attach the statement. It looks like the deal has already been cut. That gets distributed after the vote. I think they are smarter for all concerned. If the Board wants to signal that this issue is on the mend it does so by putting the Severance agreement on the published agenda. Lee

> On Feb 9, 2018, at 4:41 PM, Stephen Quinn <sqinn@wmdlegal.com> wrote:

>

> <BROWN CONSULTING AGREEMENT\_final.docx>

## Stephen Quinn

---

**From:** Stephen Quinn  
**Sent:** Tuesday, February 13, 2018 2:12 PM  
**To:** 'Lee Parks'  
**Cc:** Bob Wilson  
**Subject:** Final Documents for Clai Brown Signature  
**Attachments:** Avondale-Brown Separation Agreement FINAL.pdf; Avondale-Brown Consulting Agreement FINAL.pdf

Lee:

Please see the two documents attached, which should incorporate all changes we have made. Please be sure that Clai fills in the mailing and email address to contact him on the consulting agreement.

The Mayor has asked that you/Clai please confirm for me via email when Clai has signed the documents.

Thanks,

Stephen

Stephen G. Quinn  
Wilson, Morton & Downs LLC  
125 Clairemont Ave., Ste. 420  
Decatur, Georgia 30030  
(404) 377-3638

The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please destroy all copies of the transmission immediately and notify us at (404) 377-3638.