

**From:** James Tamm [<mailto:jetamm@odtlegal.com>]  
**Sent:** Friday, July 29, 2016 2:39 PM  
**To:** Richard Bisio <[Richard.Bisio@kkue.com](mailto:Richard.Bisio@kkue.com)>  
**Cc:** Carolyn Rowland <[cmrowland@odtlegal.com](mailto:cmrowland@odtlegal.com)>; Paul O'Neill <[ptoneill@odtlegal.com](mailto:ptoneill@odtlegal.com)>  
**Subject:** Re: S Bisio v Clarkston - Eberhardt testimony

Mr. Bisio,

Ms. Eberhardt said what she said on the record. In answering plaintiff's requests for production of documents, the city staff searched for a written agreement reflecting the attorney client relationship and none was found. The only writing that could be located was the minutes attached to the response. I asked Ms. Eberhardt following the deposition to again look for any document that would reflect the agreement. She indicated that both she and her staff have searched the city records and that no contract or other written document could be found. I stand by the responses to the discovery request previously filed after a diligent search was made for the records at issue.

James E. Tamm

On Jul 29, 2016, at 1:34 PM, Richard Bisio <[Richard.Bisio@kkue.com](mailto:Richard.Bisio@kkue.com)> wrote:

Dear Mr. Tamm:

This is to follow up on our previous exchange of emails regarding a written agreement governing Mr. Ryan's engagement as city attorney. You said: "I don't know if her testimony regarding a contract for services with Mr. Ryan was based on the minutes that were previously produced." Ms. Eberhardt's testimony states there is something in addition to those minutes:

EBERHARDT, CAROL, (Pages 10:24 to 11:13)

10

24 Q. Let me ask you about the terms of Mr. Ryan's retention

25 as city attorney. Is there any written engagement

11

1 agreement that governs his relationship with the city?

2 A. It was done years ago, yes.

3 Q. Are you aware of any written agreement?

4 A. Uh-huh.

5 Q. What written agreement is there?

6 A. It was a contractual agreement, and basically his fee

7 was outlined.

8 Q. Are you talking about minutes of a city council

9 meeting where he was retained?

10 A. No.

11 Q. So there is some kind of contract that governs his

12 service as city attorney?

13 A. Yes, there is.

Richard Bisio

<image003.jpg>

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