

CITY ATTORNEY AGREEMENT
2023-2024

THIS AGREEMENT is entered into by and between the CITY OF COLLEGE PARK, GA (“City”) and DENMARK ASHBY LLC (“City Attorney”) for legal services as follows:

1.

The City hereby designates and appoints DENMARK ASHBY (Winston Denmark) as City Attorney to serve as the legal advisor to the Mayor, City Council, City Manager, and Department Heads on matters pertaining to their official duties and to the business and affairs of the City of College Park. The City Attorney shall represent the City in litigation except where the City Council directs otherwise, draft all contracts, ordinances, or other documents required by the City, and render such other legal services as may be required by the City Council and/or City Manager.

2.

The City Attorney shall prosecute or defend any and all suits or actions at law or in equity to which the City is a party or in which it may be interested, or which may be brought against or by any officer of the City. This Agreement recognizes the right of the City’s insurance carriers to designate other legal counsel to represent the City in certain legal actions.

3.

It shall be the duty of the City Attorney to see to the full enforcement of all judgments or decrees rendered in favor of the City and of all similar interlocutory orders.

4.

The City Attorney shall be the legal advisor to the City and shall render advice on all legal questions affecting the City whenever requested to do so by the Mayor, City Council, or City Manager. Upon request by the Mayor, City Council, or City Manager, the City Attorney shall reduce any such legal opinion to writing. Nothing herein shall limit the ability of the City to refer

legal matters to other counsel if the City Attorney has a conflict of interest or if there is other good cause to do so.

5.

It shall be the duty of the City Attorney to see to the completion of all special assessment proceedings and condemnation proceedings involving the City.

6.

It shall be the duty of the City Attorney to draft all contracts, leases, easements, or other documents or instruments to which the City may be a party. Further, the City Attorney shall, upon request, draft ordinances, resolutions, or other legislation covering any subject within the power of the City.

7.

(a) In consideration of the payment for legal services, the City Attorney shall perform the following City legal services. These services shall be performed after receiving the approval of the Mayor, City Council Members or the City Manager.

- (1) Conduct regularly scheduled meetings at City Hall for the purpose of consulting with and advising the City Council, City Manager, and Department Heads;
- (2) Attend all regular and special called City Council meetings;
- (3) Provide telephone consultation and advice to the City Council, City Manager, and Department Heads;
- (4) Provide quarterly project status reports to the City Council and City Manager.

- (5) Perform all other legal tasks as directed by the City Council or City Manager;

Before performing any legal work, the City Attorney shall confer with the City Manager as to requests for legal services from Department Heads of the City.

8.

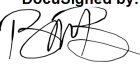
For all legal services provided hereunder, the City Attorney shall bill the City at the rate of \$195 for attorneys and \$145 for paralegals, multiplied by the number of hours expended. The City Attorney shall submit a detailed invoice to the City on a monthly basis, which the City shall pay promptly upon receipt. Fees for revenue bonds and other public finance transactions are paid through the proceeds of the transaction, based on standard industry rates.

9.


This Agreement shall become effective upon the date executed, shall apply to the 2023-2024 Fiscal Year for College Park, unless extended or terminated between the parties hereto. Adjustments to the billable rate will be reviewed annually. Notice of extension or termination shall be in writing and not less than thirty (30) days prior to the effective date for such extension or termination.

WITNESSED AND EXECUTED THIS ___ DAY OF October, 2023.


CITY OF COLLEGE PARK

DocuSigned by:

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Bianca Motley Broom, Mayor

DENMARK ASHBY LLC


Winston Denmark, Attorney

ATTEST:

DocuSigned by:

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City Clerk