

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is made and entered between the Jonesboro Downtown Development Authority (“Client”) and Denmark Ashby Matricardi LLC (“Denmark Ashby Matricardi LLC”) or (“Attorney”).

**WHEREAS**, the principals of Denmark Ashby Matricardi LLC are attorneys licensed to practice law in the State of Georgia.

**WHEREAS**, Client wishes to obtain the services of said law firm and for that purpose does hereby retain Denmark Ashby Matricardi LLC to perform legal services pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **APPOINTMENT AS LEGAL COUNSEL.** Client hereby designates and appoints Winston A. Denmark and the attorneys of Denmark Ashby Matricardi LLC to serve as the DDA Attorney and the legal advisor to the Board of Directors, Executive Director, and Client’s staff members, if any, on matters pertaining to their official duties and to the business and affairs of Client.

2. **SCOPE AND DUTIES.** Attorney shall serve as legal advisor to Client on matters pertaining to their duties, to represent the Client in litigation except where the Board of Directors directs otherwise, draft all contracts, resolutions or other documents needed by the Client, and to render such other legal services as may be required by the Client, including the following services:

- a. The Attorney shall advise the Client on all real estate, development, taxation, and financial matters affecting the Client, and shall provide such legal advice as counsel as may be necessary to support the work and mission of the Client.
- b. It shall be the duty of the Attorney to draft or review any contract, lease, or other documents or instruments to which the Client may be a party and upon the request of the Client Board of Directors covering any subject within the power of the Client.
- c. Attend meetings for the purpose of consultations and advice with the Client Board of Directors and Client Executive Director.
- d. Attend regular or special called Client Board meetings and other City of Jonesboro meetings as requested by the Chair or Board.
- e. Provide telephone consultations and advise the Client Board of Directors and the Client Executive Director.
- f. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the Client and suggested action or changes in operations or procedures to assure compliance.

- g. Provide advice on the Georgia Open Meetings Act, Open Records Act and privacy issues.
- h. Assist in the negotiation and preparation of contracts for private development, tax abatement, revenue bonds, and other contractual arrangements between the Client and a developer or business.
- i. Assist with the development of economic development programs and tax allocation districts (TADs) and prepare the appropriate documents and resolutions.
- j. Assist in the due diligence, acquisition, and disposition of any Client-owned property.

3. **TERM.** This Agreement will take effect on the date all parties have executed the Agreement and shall continue from that date until terminated by the Client Board of Directors or withdrawal of Attorney in accordance with the Rules of Professional Conduct. Notice of termination shall be in writing and not less than thirty (30) days prior to the effective date for such termination. When this Agreement becomes effective, this Agreement shall cover all professional services rendered either before or after said date by Attorney within the course and scope of the Agreement.

4. **COMPENSATION.** Attorney will bill Client for its services rendered hereunder at the rate of \$215 per hour for each hour spent by an attorney and \$150.00 per hour for a paralegal. In the event any travel is required on behalf of the Client, such time will be charged at the usual hourly rate. Client acknowledges that rates increase \$10.00 per hour for all of the aforesaid on January 1 of each new year beginning in 2027. Client agrees to pay promptly the bills of Attorney immediately upon receipt thereof. A 1.5% interest rate is added monthly to bills that are over thirty (30) days late. In addition to paying the normal and regular hourly professional fees of Attorney, Client agrees to pay and reimburse Attorney for any and all costs, fees, and expenses incurred or advanced by Attorney for or on behalf of Client within the course and scope of the Agreement. These expenses include, but are not limited to, process server fees, consultant fees, delivery fees, court costs, duplicating costs, court recorder fees, filing fees, courier costs, or the expenses of depositions. Client agrees to review bills carefully and bring to Attorney's attention within thirty (30) days from the date of each bill any and all questions and disputes promptly so that they can be addressed and resolved. If Client has not sent Attorney a written protest or notice of dispute within the days allotted above, the bills are deemed to be correct, agreed upon, and fully earned and nonrefundable.

5. **PUBLIC FINANCING SERVICES AND FEES.** Attorney shall serve as Issuer's Counsel for any and all public finance transactions, attend bond validation proceedings, draft opinions and provide legal advice regarding public financing, including but not limited to bonds, loans, and other financial transactions of Client ("Public Finance Services"). The fee charged for Public Finance Services for which Attorney provides an opinion of counsel is separate from the regular hourly rates described in paragraph 4 above. Attorney's compensation for said services shall be deemed a cost of issuance and negotiated at the time of the transaction. The fee is based

upon (i) the understanding of the terms, structure, size and schedule of the financing represented; (ii) the duties Attorney will undertake pursuant to this Agreement; (iii) the time Attorney anticipates devoting to the financing; and (iv) the responsibilities Attorney will assume in connection therewith. If, for any reason, a public financing transaction is not consummated or is completed without the delivery of the opinion of counsel, or our services are otherwise terminated, Client shall compensate Attorney at its regular hourly rates.

**6. INDEPENDENT CONTRACTOR.** The relationship to Client of Attorney, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

**7. RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

**8. DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**11. MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.

**12. DISPUTES ARISING UNDER AGREEMENT.** Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS).

**13. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded

reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

14. **MULTIPLE COUNTERPARTS.** This Agreement will be effective whether or not executed in multiple counterparts.

**IN WITNESS WHEREOF,** the parties hereunder have executed this Engagement Agreement as of the day and year below written.

**DENMARK ASHBY MATRICARDI LLC      CLIENT**

By: \_\_\_\_\_  
Winston A. Denmark, Managing Partner

By: \_\_\_\_\_  
Tierra Turner, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_