

INTERGOVERNMENTAL AGREEMENT CONCERNING
ROSENTHAL WRIGHT, LLC REPRESENTING THE
DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT is made this the ____ day of _____, 2024, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), and the Downtown Development Authority of the City of Loganville, a governmental organization organized and existing under the laws of the State of Georgia (hereinafter referred to as the “DDA”) (together hereinafter referred to as the “Parties”).

WHEREAS, the City has recently reactivated the DDA for the purpose of the revitalization and redevelopment of the City’s downtown development area; and

WHEREAS, the DDA will work with the City to improve, revitalize, and redevelop the downtown development area of the City; and,

WHEREAS, the Parties agree that the DDA will need legal representation to rely upon as part of its regularly conducted business; and,

WHEREAS, on April 11, 2024, the City appointed Rosenthal Wright, LLC as its City Attorneys; and,

WHEREAS, the City has conferred with Rosenthal Wright, LLC concerning its willingness and ability to represent the DDA; and,

WHEREAS, the City understands that Rosenthal Wright, LLC is willing and able to represent the DDA as part of its legal representation of the City and that no additional costs will be incurred by the Parties as part of Rosenthal Wright, LLC’s legal services for the DDA; and,

WHEREAS, Rosenthal Wright, LLC’s no cost legal representation for the DDA will be of great value to both the City and the DDA; and,

WHEREAS, the DDA desires for Rosenthal Wright, LLC to represent and provide legal services to the DDA; and,

WHEREAS, the Parties acknowledge that Rosenthal Wright, LLC’s representation of the Parties could result in potential conflicts of interest; and,

WHEREAS, the Parties acknowledge that in the event of a conflict of interest, the Parties will work in good faith and diligence to resolve such conflicts.

WHEREAS, if the Parties are unable to resolve any conflicts of interest, the Parties agree to hire additional legal representation to resolve such conflict and to not rely on Rosenthal Wright, LLC for conflict resolution; and,

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The Parties hereby acknowledge and agree that Rosenthal Wright, LLC shall represent the DDA.
2. The Parties hereby acknowledge that the legal services of Rosenthal Wright, LLC shall be at no cost to the DDA and shall be provided by Rosenthal Wright, LLC as part of the City's monthly legal expenses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written as a sealed instrument.

ATTEST:

CITY OF LOGANVILLE

By: _____
Kristi Ash, City Clerk

By: _____
Skip Baliles, Mayor

ATTEST:

DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
LOGANVILLE

By: _____

By: _____