

**OUTSIDE COUNSEL AGREEMENT**

This professional services agreement (referred to herein as “Agreement”) is made and entered into by and between the **City of Stone Mountain, Georgia**, (referred to herein as the “City”), and **Emilia Walker-Ashby** (referred to herein as “Walker”).

**WHEREAS**, the duly elected governing authority of the City are the Mayor and Council (referred to herein as “City Council”); and

**WHEREAS**, pursuant to City Code Sec. 2-56 (Purchasing procedures), the City Council may appoint attorneys for professional services annually; and

**WHEREAS**, the City Council hereby appoints Walker to serve as outside counsel for the City as set forth under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual and dependent promises hereinafter set forth, the parties agree as follows:

- a. **Legal Services.** Walker shall perform legal services as authorized by the City Manager at the rates set forth herein, on an as-needed basis.
- b. **Funding.** Walker shall be paid at the hourly rate of \$210 for legal services performed under this Agreement. Walker may utilize her law firm to perform work under this Agreement, subject to the same hourly rate of \$210 for attorneys and \$135 for paralegals.
- c. **Term.** The term of this Agreement shall extend for one year from the effective date, and shall automatically renew annually, unless terminated by Walker or the City Council. This Agreement may be terminated by Walker or the City Council at any time, with or without cause.
- d. **Voluntarily.** The parties have entered into this agreement knowingly, freely and voluntarily.
- e. **Effective Date.** This Agreement shall become effective upon its adoption by the City Council and execution thereafter by Walker and the Mayor.
- f. **Governing Law.** This Agreement shall in all respects be governed by and construed, including for venue purposes, in accordance with the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as follows:

\_\_\_\_\_  
Dr. Beverly Jones, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Shavala Ames, City Clerk

\_\_\_\_\_  
Emilia Walker-Ashby, Esq.  
Denmark Ashby LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, GA 30354  
Email: ewalkerashby@denmarkashby.com

\_\_\_\_\_  
Date