



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and City Council

From: John Gates, Purchasing Manager

Date: July 27, 2026

Subject: Amended Agreement Between the City of Dunwoody and Sherrod & Bernard, P.C. for Appointment as City Attorney and Professional Legal Services

ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for an amended contract agreement in the amount of \$300,000.00 with Sherrod & Bernard, P.C. for all legal services as contract City Attorney.

SUMMARY

The City Attorney designates such attorneys from Sherrod & Bernard it determines to be necessary to serve as assistant or deputy city attorneys for the City. All attorneys assigned to perform approved City business shall at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of Georgia and before all appropriate courts and other administrative bodies of said state.

DETAILS

The only change in the amended contract is an increase in the annual sum charge to \$300,000.00 versus \$240,000.00, payable in equal monthly installments of \$25,000.00 versus \$20,000.00 in the original agreement. All Scope of Services and Litigation Service fees remain the same.

RECOMMENDATION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper for an amended contract agreement in the amount of \$300,000.00 with Sherrod & Bernard, P.C. for Appointment as City Attorney and Professional Legal Services effective September 1, 2026.

Lynn Deutsch Mayor
Eric Linton ICMA-CM City Manager
Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1
Rob Price City Council Post 2
Tom Lambert City Council Post 3

Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6

Packet page:...

AGREEMENT BETWEEN THE CITY OF DUNWOODY AND SHERROD & BERNARD, P.C. FOR APPOINTMENT AS CITY ATTORNEY AND PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT is made this date, by and between the City of Dunwoody (Georgia) (hereinafter referred to as "City") and the law firm of Sherrod & Bernard, P.C. (hereinafter "Sherrod & Bernard"). The City hereby appoints and retains Sherrod & Bernard as General Counsel/City Attorney to represent the City on legal matters pertaining to the City for a period of one (1) year beginning the 1st day of September, 2026.

Sherrod & Bernard agrees to perform all necessary legal services as contract City Attorney.

The City Attorney shall designate such attorneys from Sherrod & Bernard it determines to be necessary to serve as assistant or deputy city attorneys for the City. All attorneys assigned to perform approved City business shall at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of Georgia and before all appropriate courts and other administrative bodies of said state.

SCOPE OF SERVICES

General duties of the City Attorney shall include, but are not limited to the following:

Perform such other routine legal services as are required, from time to time, by the Mayor or the City Manager.

Represent the City and the City's officials, officers, and employees in litigation and administrative proceedings as directed by the Mayor or the City Manager.

Attend all regularly scheduled and special City Council meetings and City Council study sessions.

Attend the City Manager's regular staff meetings (normally weekly), as needed.

Attend certain Planning Commission and other meetings at City Hall or via conference call as requested by the Mayor or the City Manager.

Advise the Mayor, City Council; City Manager, any City Commissions, Committees, Boards, Authorities or Agencies; City staff and other City officials; on all legal matters pertaining to City business.

Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard City documents.

Prepare such written legal opinions as shall, from time to time, be requested by the City.

The scope of services does not include handling traffic court, citations, and nuisance matters in Dunwoody Municipal Court, which will be handled by other lawyers designated by the City.

COMPENSATION

In consideration of the advice, counsel, and professional services provided by Sherrod & Bernard, the City agrees to pay Sherrod & Bernard according to the following schedules:

- (a) For all legal matters pertaining to the City [except financing packages which include but are not limited to bond indebtedness, Tax Anticipation Notes, or other related public financing issuances (hereinafter collectively referred to as "Specialized Legal Services"); "Litigation Services" as defined below; and "Special Projects" as defined below], the City shall compensate Sherrod & Bernard the annual sum of Three Hundred Thousand Dollars (\$300,000.00) US, payable in equal monthly installments of Twenty-Five Thousand Dollars (\$25,000.00) US (any partial month shall be prorated for that month). Said payment shall be due, no later than fifteen days after receipt of an approved invoice. The content of such invoice shall meet the requirements of the Finance Department policies.
- (b) For all public financing matters or "Specialized Legal Services", Sherrod & Bernard shall be compensated at a negotiable fair market rate for said legal services. The market rate is intended to be the negotiated compensation customarily paid to outside counsel representing governments on said financing matters. Sherrod & Bernard shall serve as lead issuer's counsel on all financing matters pertaining to the City, including but not limited to those created by contract or lease;
- (c) "Litigation Services" means litigation services where Sherrod & Bernard serves as lead counsel or co-counsel on a matter litigated in the courts, administrative bodies, or appellate courts. Same does not mean merely monitoring litigated matters which are being litigated on behalf of the City by third-parties exclusively. Further, the term "Litigation Services" does not include "Special Projects" as defined below. For Litigation Services, Sherrod & Bernard shall be compensated in addition to the monthly retainer at the rate of Four Hundred Dollars (\$400.00) US per hour for attorney time; One Hundred Fifty Dollars (\$150.00) US per hour for paralegal time;
- (d) "Special Projects" means a matter, claim, or litigation which does not occur in the ordinary course of business as a city attorney. For any "Special Project", Sherrod & Bernard will confer with the City in advance of same in order to mutually agree on a separate fee arrangement in writing.

The City shall reimburse Sherrod & Bernard for all reasonable and customary expenses actually incurred in connection with said representation. Sherrod & Bernard shall not bill local mileage, fax, typing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures.

Sherrod & Bernard may charge the City for actual necessary costs incurred for all of the following: all reasonable and customary costs incurred in carrying out the scope of services, or related to any litigation, special projects, or specialized legal services, including but not limited to, court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Fed-Ex or other overnight delivery service, travel expenses, if applicable, including hotel, air travel and car rentals, parking fees, actual costs for large reproduction projects if performed by an outside service, title reports, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

- (e) The City reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. Use of other counsel shall be discussed with the City Attorney and the City Attorney shall supervise the work of other contracted attorneys. This reservation of rights does not preclude the City from assigning these matters to Sherrod & Bernard as part of the mutually agreed scope of duties or requesting recommendations concerning the selection of outside legal counsel.

TERM

This contract shall be automatically extended for an additional period of one (1) year upon each annual anniversary of the execution hereof, unless the City notifies Sherrod & Bernard in writing ninety (90) days in advance of said annual anniversary that said contract shall not be extended.

Should the City terminate this contract early, the City shall pay Sherrod & Bernard the balance of any sums due for work completed hereunder through the date of termination, plus ninety (90) days transition assistance. Said payment shall be made to Sherrod & Bernard by the City in a single payment within thirty (30) days of said termination. At its option and without compensation to the City, Sherrod & Bernard may terminate this contract by giving the City ninety (90) days' advance written notice.

INSURANCE

Sherrod & Bernard shall maintain and furnish the City with Certificates of Insurance from licensed companies doing business in the State of Georgia in its current form. The City reserves the right to request Sherrod & Bernard to acquire additionally insurance coverage reasonably available as mutually agreed. At a minimum Sherrod & Bernard shall maintain Workers' Compensation, General Liability, and Professional (Errors and Omissions) coverage in its present form as disclosed to the City.

All notices required hereunder shall be sent to:

To City of Dunwoody (GA):

Eric Linton, City Manager
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
eric.linton@dunwoodyga.gov

With copies to:

Sharon Lowery, City Clerk
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
sharon.lowery@dunwoodyga.gov

To S&B:

Kenneth R. Bernard, Jr.
Sherrod & Bernard, P.C.
8470 Price Avenue
Douglasville, GA 30134
kbernard@sherrodandbernard.com

With copies to:

Stephanie R. Thompson
Sherrod & Bernard, P.C.
P.O. Box 1154
Douglasville, GA 30133-1154
stompson@sherrodandbernard.com

This is the complete and integrated agreement between the parties hereto. Time shall be of the essence. This Agreement shall be construed under the laws of the state of Georgia. This Agreement supersedes all prior understandings between the parties. All modifications hereto shall be in writing and executed by the parties.

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties, and each to be deemed an original having the same legal effect.

Executed under our hands and seals this _____ day of _____, 2026.

By: CITY OF DUNWOODY:

SHERROD & BERNARD, P.C.:

Lynn P. Deutsch
Mayor,
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Kenneth R. Bernard, Jr.
Managing Partner
8470 Price Avenue
Douglasville, GA 30134

ATTEST: _____

ATTEST: _____

(SEAL)

(SEAL)