

**FIRST AMENDMENT TO CONTRACT TO PROVIDE MUNICIPAL  
JUDGE SERVICES – 2023 CONTRACT**

This First Amendment to Contract to Provide Municipal Judge Services (hereinafter the “FIRST AMENDMENT TO AGREEMENT”) is made and entered into effective as of November 27, 2023, between the CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia, (hereinafter referred to as “CITY”) and HARRY B. WHITE, Attorney at Law, and HAROLD J. CHOATE, III, Attorney at Law.

**W I T N E S S E T H:**

**WHEREAS**, the CITY entered a Contract to Provide Municipal Judge Services for the year 2023, as of January 5, 2023 (the “Agreement”); and

**WHEREAS**, on November 27, 2023, Court sessions increased from one court session per Monday to two court sessions per Monday; and

**WHEREAS**, the parties desire to amend the Agreement to provide for proper compensation due to the increase in court sessions; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

Paragraph 5 of the Agreement is hereby replaced as follows:

5. **Compensation**. Effective November 27, 2023, the compensation shall be as follows:
- a. The Chief Judge, HARRY B. WHITE, and the Associate Judge, HAROLD J. CHOATE, III, shall be jointly paid the total lump sum of Five Thousand and No/100 (\$5,000.00) Dollars per month;
  - b. Additionally, the **JUDGES** shall be entitled to mileage expenses at the prevailing I.R.S. standard rate for travel related to official duties;
  - c. The **JUDGES’** salary shall be set and approved through the CITY’s budget process. The **JUDGES’** compensation within the adopted budget may be increased, but not decreased, during the **JUDGES’** terms of office;
  - d. The **JUDGES’** salary shall be reviewed annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of Municipal Court;
  - e. The CITY shall pay for the cost of ICJE professional judicial education classes required for judges, including registration, lodging, per diem and mileage expenses in accordance with established CITY travel policies;
  - f. As independent contractors, the **JUDGES** expressly understand and are aware that the CITY will not deduct Federal and State taxes, Social Security, or Medicare/Medicaid from compensation paid to the **JUDGES**. The CITY will issue a Form 1099 to the **JUDGES** at year and the **JUDGES** shall be solely

responsible for any taxes or other deductions on compensation paid to the **JUDGES** under this AGREEMENT; and.

- g. The **JUDGES** will not receive any benefits from the CITY, including but not limited to medical coverage, vacation pay, and retirement pay.
- h. The Judges shall be compensated Fifty and No/100 (\$50.00) Dollars per jail visitation, warrant request, or probable cause hearing, held at the Bartow County Jail. Payment shall be made within thirty (30) days of receipt of an invoice from the **JUDGES**.

All other provisions not changed herein shall remain the same.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals to this **FIRST AMENDMENT TO AGREEMENT**, as of the date and year so listed above.

**CITY OF CARTERSVILLE:**

**JUDGES:**

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

\_\_\_\_\_  
Harry B. White

Attested to:  
by: \_\_\_\_\_  
Julia Drake, City Clerk

\_\_\_\_\_  
Harold J. Choate, III

[AFFIX CITY SEAL]

**APPROVED AS TO FORM:**

\_\_\_\_\_  
E. Keith Lovell, Assistant City Attorney  
City of Cartersville, Georgia