

AGREEMENT

This Agreement entered into this _____ day of January, 2024, between the City of Dalton, Georgia, a municipal corporation (the “City”) and Giles Jones (“Jones”).

WHEREAS, the Mayor and Council of the City have appointed Jones a public defender for the City’s municipal court; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

Pursuant to the terms and conditions of this Agreement, the City retains Jones as Public Defender for the City of Dalton Municipal Court (“Public Defender”).

2.

The term of this Agreement shall commence on _____, 2024, and shall continue until either party gives thirty (30) days written notice of termination to the other party. Notice of termination may be delivered in person; by certified mail, return receipt requested; or by statutory overnight delivery. The date of receipt or attempted delivery shall be the delivery date of such notice.

3.

As compensation for services rendered as Public Defender, the City shall pay Jones One Hundred Fifty (\$150.00) per hour of public defender work each month. Jones shall invoice the City each month. Such invoices shall contain sufficient information to identify the defendant, case, and charge for payment purposes. Invoices shall be due thirty (30) days after receipt by the City. Jones shall be responsible for and shall pay (a) all taxes associated with his compensation and (b) all expenses incident to his providing of the services contemplated herein.

4.

The relationship of Jones to the City shall be that of independent contractor. Neither Jones nor his employees shall have any right to participate in any City employee benefit plan or program. The City shall not control, direct, or supervise Jones or his employees in the performance of services rendered as Public Defender.

5.

The duties of Public Defender shall include the following:

- (a) Complete the GCIC security and integrity class prior to reviewing GCIC files.
- (b) Undertake the defenses of persons in municipal court who have been determined to be indigent by the clerk of municipal court after application of the indigency standards promulgated by the Georgia Public Defender Standards Council (the "GPDSC").
- (c) Comply with the applicable performance standards for criminal defense representation in indigent criminal cases promulgated by the GPDSC.

6.

Jones warrants that he is an active member in good standing with the State Bar of Georgia and that he will maintain such active membership for so long as he holds the position of Public Defender.

7.

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the subject matter herein and contains all of the covenants and agreements between the parties with respect to same. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

8.

This Agreement shall not be deemed to confer upon or give to any third party any remedy, claim of liability or reimbursement, cause of action or other right.

9.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia

****Signatures on following page****

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

City of Dalton, Georgia

BY: _____
Annalee Harlan Sams, Mayor

Giles Jones