

STATE OF GEORGIA
COUNTY OF CLAYTON

**AGREEMENT FOR THE RENDITION OF SERVICES OF SOLICITOR
FOR THE MUNICIPAL COURT OF FOREST PARK, GEORGIA**

This Agreement for the Rendition of Services of Solicitor for the Municipal Court of Forest Park, Georgia (“Agreement”) is made and entered into as of this ____ day of _____, 2024 (“Date of Execution”) by and between the City of Forest Park, Georgia (“City”) acting by through its duly elected Mayor and Council, and R. Andres Marierose (“Service Provider”) for the purpose of providing the prosecutorial services of a Solicitor in the Municipal Court of Forest Park, Georgia.

WITNESSETH:

WHEREAS, the City desires to retain the services of a Solicitor in the Municipal Court of Forest Park, Georgia; and

WHEREAS, Service Provider desires to render said services; and

WHEREAS, this Agreement provides the terms and conditions which shall govern the relationship, hereby created, between City and Service Provider for said services.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree as follows:

- (1) **DUTIES**. The City hereby agrees to contract with Service Provider for Service Provider’s performance of certain services as Solicitor of the Municipal and Environmental Courts of Forest Park, Georgia. Said services are detailed in **Exhibit A** attached hereto, hereby incorporated herein, which is subject amendment from time to time in accordance with provisions of this Agreement.
- (2) **COMPENSATION**.
 - (a) No benefit offered to City employees not specified in this Agreement shall be available to the Service Provider or provided by the City unless formal amendment of this Agreement occurs to incorporate said benefits as a term of this Agreement.
 - (b) The City agrees to reimburse, upon approval of said reimbursement by the Mayor and Council, Service Provider for certain expenses of a non-personal and job-related nature that may ne incurred by Service Provider on behalf of the City and in the performance of duties under this Agreement. Said expenses shall include, but not be limited to, required travel and continuing education designates to enhance Service Provider’s service to the City. Any invoice

submitted pursuant to this Paragraph as a request for reimbursement shall be an itemized statement of expenses with supporting documentation.

- (c) Service Provider shall receive Six Thousand, Five Hundred Dollars and 00/100 Cents (\$6,500.00) per month for the performance of all duties hereunder, whether in court or out of court.
 - (d) Service Provider's monthly payments shall not have taxes deducted by the employer. It is the duty of the Service Provider to ensure all tax laws and regulations are adhered to.
- (3) **HOURS OF WORK.** Service Provider is an independent contractor and is expected to engage in the performance of duties under this Agreement for the hours necessary to fulfill the obligations of a Solicitor for the Municipal Court of the City. Service Provider is expected to be available when needed but in no case less than every occasion upon which the Municipal Court of Forest Park, Georgia is in session for trial.
- (4) **TERM.** This Agreement will take effect immediately upon the Date of Execution. This Agreement shall terminate absolutely and without further obligation on the part of the City at the close of the fiscal year, June 30, 2025. This Agreement shall automatically renew unless the City or the Service Provider provides written notice expressing the desire to not renew the Agreement. This Agreement may renew for up to three (3) additional one (1) year fiscal periods.
- (5) **TERMINATION.** This Agreement may be terminated by the City without cause by giving thirty (30) calendar days' written notice to the Service Provider. If this Agreement is terminated by the City, the Service Provider will be compensated for such services up to the point of termination based on the work completed to such date.
- (6) **ASSIGNMENT AND SUBCONTRACTING.** The Service Provider shall not assign this Agreement or any portion of this Agreement, nor shall the Service Provider subcontract for completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Service Provider, including any assignment or subcontract to which the City consents, shall in any way relieve the Service Provider from complete and punctual performance of this Agreement, including without limitation all the Service Provider's obligations under any provisions of this Agreement.
- (7) **CONFIDENTIAL INFORMATION.** Service Provider acknowledges it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Service Provider nor any of its employees, will disclose, distribute, or allow access to any confidential information of the other party to third parties. These obligations are subject to the Georgia Open Records law and shall survive termination.

- (9) **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the City:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Parkway
Forest Park, Georgia 30297
rrainey@forestparkga.com

With copies to:

Denmark Ashby, LLC
Attn: City Attorney
100 Hartsfield Centre Pkwy., Ste. 400
Atlanta, Georgia 30354
dmatricardi@denmarkashby.com

If to the Service Provider:

Solicitor in the Municipal
Court of Forest Park, Georgia
Attn: R. Andres Marierose
487 Hwy 138 SW
Ste 107
Riverdale, GA 30274
andreslawfirm@gmail.com

(10) **RELATIONSHIP OF PARTIES.**

- (a) *Independent Contractors.* Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Service Provider. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between the City and Service Provider. It is expressly agreed that Service Provider is acting as an independent contractor and not as an employee in providing the services under this Agreement.
- (b) *Employee Benefits.* Service Provider shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) *Payroll Taxes.* No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to the Service Provider under this Agreement. Service Provider shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for

any individuals assigned to perform the services for the City.

(11) **CONFLICTS OF INTEREST.** Service Provider warrants and represents that:

- (a) The services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- (b) Service Provider is not presently subject to any agreement with a competitor or with any other party that will prevent Service Provider from performing in full accord with this Agreement; and
- (c) Service Provider is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement.

(12) **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

(13) **STANDARDS OF PERFORMANCE AND COMPLIANCE WITH LAWS.**

- (a) Service Provider warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement. Service Provider agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the services required by this Agreement.
- (b) Service Provider warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services to be provided by Service Provider hereunder or which in any manner affect this Agreement.

(14) **ENTIRE AGREEMENT & INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement. The text herein and attachments hereto shall constitute the entire agreement of these parties. No other representations, whether written or oral, have been relied upon to induce either party to enter this Agreement.

- (15) **GOVERNING LAW.** All disputes or controversies arising as a result of or under this Agreement shall be determined and interpreted in accordance with the laws of the State of Georgia without regard to its choice of laws or provisions. For purposes of venue, all actions arising out of or related to the Agreement shall be brought in a court of competent jurisdiction.
- (16) **AMENDMENT.** This Agreement may from time to time be amended to reflect the changing relations of the parties hereto. To be effective, such amendment shall be in writing and signed by all parties hereto.
- (17) **NON-EXCLUSIVE.** The City has the absolute right to retain / employ other Solicitors during the term of this Agreement.
- (18) **SEVERABILITY.**
- (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses, and phrases of this Agreement are or were, upon approval of this Agreement, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.
 - (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Agreement is severable from every other section, paragraph, sentence, clause, or phrase of this Agreement. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Agreement is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Agreement.
 - (c) In the event that any phrase, clause, sentence, paragraph, or section of this Agreement shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Agreement and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Agreement shall remain valid, constitutional, enforceable, and of full force and effect.
- (19) **REMOVAL.** Should any case come before the Municipal Court of Forest Park, Georgia for prosecution and Service Provider has a personal, financial, or other stake or interest in the subject matter thereof or in the circumstances of the parties thereto, then Service Provider shall remove himself/herself from the active prosecution of or involvement with said case and promptly notify the presiding Judge of the Municipal Court of Forest Park,

Georgia who will appoint an appropriate party to perform the duties of Solicitor for that particular case.

- (20) **WAIVER OF BREACH.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF FOREST PARK, GEORGIA

SERVICE PROVIDER

By: _____

By: _____

Name: ANGELYNE BUTLER

Name: R. ANDRES MARIEROSE

Title: MAYOR

Title: SOLICITOR

[SEAL]

ATTEST:

City Clerk

**EXHIBIT A
DUTIES OF SOLICITOR**

As Solicitor for the Municipal and Environmental Courts of Forest Park, Georgia, shall at all times during the term of this Agreement be a member of good standing of the State Bar of Georgia. Service Provider shall prosecute the violations of the laws and ordinances of the City which come before said court for adjudication. Where such action is appropriate, the term prosecution shall include the entry of a plea. Responsibilities shall include but not be limited to the following:

- (a) Attendance at each arraignment and trial sessions of Municipal and Environmental Courts when cases are to be heard, unless excused by presiding Judge, and remaining present at each session of Municipal and Environmental Courts until City business has been completed or excused by presiding Judge.
- (b) Assist Judge by administering necessary oaths to those officers of the Court which require such action and otherwise keeping the Court organized as may be necessary.
- (c) To prosecute all citations for violation of City law and/or ordinance which come before the Court for adjudication unless, a prosecution is impossible due to a failure of evidence, as determined in the Service Provider's discretion.
- (d) To perform such other duties which are or may be required by law or which necessarily appertain to the office.

Service Provider shall have authority to do the following:

- (a) Review and investigate all citations which come before Service Provider for prosecution.
- (b) To exercise such other authority as may be permitted by law or which necessarily appertains to the office.