

INDEPENDENT CONTRACTOR SERVICE AGREEMENT
Municipal Judge

This Agreement is made and entered into this ____day of _____, 20__, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and **MICHAEL L SHERIDAN** ("Judge") (herein altogether known as "Party" in the singular and "Parties" in the plural).

WITNESSETH

WHEREAS, the City, by and through its Mayor and Council, has appointed Michael L. Sheridan as Municipal Court ("Court") Municipal Court Judge of Stonecrest through an Independent Contractor Service Agreement ("Agreement") and not as a City employee;

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1.

Michael L. Sheridan shall serve as Municipal Court Judge of Stonecrest.

2.

The Judge may be acting Chief Judge in the absence, disability or disqualification of the Chief Judge. The Judge shall have all the powers and perform all the duties of the Chief Judge in the absence of the Chief Judge.

3.

To the extent not covered by this Agreement, and not in contravention of the City Charter and Code, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

4.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

5.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

6.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

7.

The Judge shall receive as compensation, the sum of \$500 per court session, and compensation shall be paid on a monthly basis.

8.

This Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2023 at which time the Agreement shall terminate absolutely with no further obligation of the City. Notwithstanding anything to the contrary, this Agreement shall terminate automatically by operation of law if the Judge is removed from office pursuant to state law.

9.

The Judge shall not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

10.

- A. Judge warrants and represents that Judge is a licensed attorney in good standing with the State Bar of Georgia and possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
- B. Judge 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.
- C. Judge warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Judge hereunder or which in any manner affect this Agreement.

11.

Independent Contractor:

- A. This Agreement does not create and shall not be construed to create an agent, employee, representative, joint venture, or partnership relationship between the City and Judge.
- B. Judge shall provide services to the City as an independent contractor, and Judge shall not be considered an employee of the City for any purpose.
- C. Judge, and Judge's agents, representatives, officers, employees and subcontractors, shall not be entitled to, and shall not receive from City in connection with services any workers' compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees, unless expressly provided in this Agreement.
- D. Judge retains sole and exclusively liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all services provided hereunder, in a timely manner.
- E. Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement.
- F. Judge may engage in the private practice of law; provided, however, the Judge may not appear and represent a client before the City's Municipal Court.
- G. At all times during the term of this Agreement, neither Party will function as or represent itself to be the other party or its agent, and no officer, employee or agent of one party shall hold him or herself out to be an officer, employee, or agent of the other Party.

12.

Miscellaneous:

- A. The failure by either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- B. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- C. 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.

- D. Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- E. This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day and year first written above.

CITY OF STONECREST:

JUDGE:

Jazzmin Cobble, Mayor

Michael L. Sheridan, Municipal Court Judge
Municipal Court of Stonecrest

ATTEST:

Sonya Isom, City Clerk

APPROVED AS TO FORM:

City Attorney