

PROPOSED CONTRACT TO PROVIDE CITY ATTORNEY
AND PROSECUTING ATTORNEY SERVICES

THIS AGREEMENT is made and entered into effective the ____ day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, hereinafter referred to as “City,” and CAROTHERS & MITCHELL, LLC, hereinafter referred to as “the Firm” (collectively referred to as the “Parties”).

W I T N E S E T H:

WHEREAS, the City desires and needs legal services to include duties as city attorney and prosecuting attorney; and

WHEREAS, the City has had a relationship with the Firm since June 1, 2022 wherein legal services were provided by Angela C. Couch, a partner in the Firm, both as a prosecuting attorney and assisting with city attorney duties; and

WHEREAS, the Firm and its attorneys are qualified to provide city attorney and prosecuting attorney services pursuant to O.C.G.A. § 15-18-92(a) and other applicable law; and

WHEREAS, Angela C. Couch desires to continue to serve as a City Solicitor in the Stone Mountain Municipal Court and to offer city attorney services to the City; and

WHEREAS, it is the desire of the Parties to establish and set forth their mutual responsibilities one to the other.

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

1. Carothers & Mitchell, LLC shall perform all functions and duties to provide city attorney services to the City, with Angela C. Couch being formally appointed as the City of Stone Mountain City Attorney. The City understands other attorneys and staff of the Firm will assist in the provision of said city attorney services at the rates set forth in Exhibit A. The Parties agree and understand that the Firm will charge for such matters as meetings; consultations; conferences; telephone calls; correspondence and e-mail; research; review, drafting, and revising of various documents such as contracts, pleadings, and ordinances, and such other activities as may be needed for representation of the City. The Parties agree and understand that in addition to the above-referenced fees, the Firm will bill for all costs associated with representation of the City, such as filing costs, publication fees, long distance telephone calls, deposition and transcript charges, copying charges, postage, as well as travel expenses, courier fees and the like, incurred as a direct result of the provision of legal services.

2. Angela C. Couch will continue to perform all functions and duties to provide prosecuting services to the City and shall be sworn in as an Assistant City Solicitor in the City of Stone Mountain Municipal Court. The Firm will bill for the provision of said services at the rates set forth in Exhibit A. As an Assistant City Solicitor, Ms. Couch’s duties shall include, but are not limited to, the following:

a. Prosecute cases which the City Charter, Ordinances, and Official Code of Georgia place within the original jurisdiction of the City’s Municipal Court;

- b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
 - c. Handle appeals and/or civil cases that relate to any prosecution as may be authorized by City Council or when so directed by the City Manager;
 - d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
 - e. Collaborate with the Municipal Court Chief Judge to develop and carry out policies for trial procedures;
 - f. Coordinate with the Municipal Court Chief Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases; and
 - g. Review and recommend changes to the City Code which relate to Municipal Court, and draft ordinances as directed by the City Manager.
3. Independent Contractor. In performing the legal services as set forth herein, the Firm's attorneys and staff shall serve as independent contractors and not as employees of the City.
4. Term. This Agreement shall commence on the date set forth on page one and shall continue until **December 31, 2025**. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Either of the Parties may terminate this Agreement at any time, so long as notice is provided at least two calendar weeks prior to the termination. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement.
5. Compensation. As of the Effective Date hereof, compensation to the Firm shall be hourly rates as set forth in Exhibit A. Attorneys will be compensated for travel time and mileage to and from City Hall, Municipal Court and/or any place reasonably required for the Firm to provide the services outlined herein. The Firm shall submit to the City an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt.
6. Hours of Work. In providing City Attorney services, the Firm agrees that one of its attorneys will attend all regular and special-called meetings of City Council, unless otherwise directed by the City Council, and will be available to provide City Attorney legal services during normal business hours, 8:30 a.m. to 5:30 p.m., Monday through Friday. The Parties recognize that there may be times outside of these hours when the City will request City Attorney services, but the Parties understand and agree that such situations shall not be the normal course of action of the Parties. In providing prosecuting attorney services, Angela C. Couch shall appear once a month for a code enforcement/ordinance violation calendar, unless such calendar is canceled by the Municipal Court Chief Judge. Ms. Couch agrees to assist the City Solicitor and make other appearances as her schedule otherwise allows. The Parties agree and recognize that the hours devoted by Ms. Couch in the performance of her City Solicitor responsibilities may vary by each individual case and with the caseload of the Court.
7. Periodic Review. The City may review the performance and compensation of the Firm by such method and at such times as the City Council shall deem appropriate.

8. Good Standing. The Firm agrees that all of its attorneys shall maintain good standing with the State Bar of Georgia, and any fees associated therewith and as may be required for continuing legal education shall not be paid by the City.

9. General Provisions. This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to Attorney other than as set forth herein.

IN WITNESS WHEREOF, the Parties hereby execute said Agreement as follows:

CITY OF STONE MOUNTAIN:

CAROTHERS & MITCHELL, LLC:

By: _____
Dr. Beverly Jones, Mayor

Angela C. Couch

ATTEST:

City Clerk

EXHIBIT A

City Attorney Services:	\$265/hour
City Solicitor Services:	\$190/hour
Litigation in any court other than City of Stone Mountain Municipal Court:	\$285/hour
Real Estate Attorney Services:	\$285/hour
All Paralegal Services:	\$165/hour