

CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES
TO MUNICIPAL COURT

THIS AGREEMENT is made and entered into effective the 1st 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 **KRISTAL HOLMES**, hereinafter referred to as “Attorney” (collectively referred to as the “Parties”).

W I T N E S E T H:

WHEREAS, Attorney has been engaged as a City Solicitor for the City since 2023; and

WHEREAS, Attorney is and continues to be qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to continue to serve as a City Solicitor; 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. Duties. The City hereby contracts with Attorney to perform all functions and duties of a prosecuting attorney of the Municipal Court (i.e., serve as a City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These 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.
- h. Coordinate with other appointed City Solicitors regarding the duties provided to the City as stated herein.

2. Independent Contractor. In performing the duties of City Solicitor, Attorney shall serve as an independent contractor and not as an employee of the City. The City shall have no right or responsibility to control or influence the manner in which she carries out her prosecutorial responsibilities, save and except that Attorney agrees to carry out her duties in a timely, consistent, fair and effective manner.

3. 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.

4. Compensation. As of the Effective Date hereof, the compensation shall be **\$160/hour**. Attorney will be compensated for travel time and mileage to and from Court and/or any place reasonably required for Attorney to fulfill the duties outlined herein. Attorney shall submit to City an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt.

5. Hours of Work. The City Solicitor shall appear at all sessions of the Municipal Court, unless another appointed City Solicitor appears. The Parties agree that there may be times when both City Solicitors will appear and/or when neither appear, but both such situations shall not be the normal course of proceedings in the City's Municipal Court. Outside of Court sessions, it is recognized that the hours devoted by Attorney in the performance of her responsibilities may vary with the caseload of the Court.

6. Periodic Review. The City may review the performance and compensation of Attorney by such method and at such times as the City Council shall deem appropriate.

7. Good Standing. Attorney agrees to maintain status in 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.

8. 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.

[Signatures on following page.]

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

CITY OF STONE MOUNTAIN:

ATTORNEY:

By: _____
Dr. Beverly Jones, Mayor

Kristal Holmes

ATTEST:

City Clerk

Approved as to Form:

City Attorney

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