

**CITY OF STONE MOUNTAIN
STATE OF GEORGIA**

**AGREEMENT FOR THE RENDITION OF SERVICES OF SOLICITOR
FOR STONE MOUNTAIN MUNICIPAL COURT**

This Agreement is made and entered into this ____ day of _____, 2026 by and between the City of Stone Mountain, Georgia, hereinafter referred to as “City”, acting by and through its duly elected Mayor and Council and with principal office located at 875 Main Street, Stone Mountain, Georgia, and _____, hereinafter referred to as “Service Provider”, with a principal office located at _____, for the purpose of providing the prosecutorial services of a Solicitor in the Municipal Court of Stone Mountain.

W I T N E S S E T H:

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

WHEREAS, Service Provider desires to render said services; and

WHEREAS, this document 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:

Section 1. Duties.

The City hereby agrees to contract with Service Provider for Service Provider’s performance of certain services as Solicitor of the Municipal Court of Stone Mountain. Said

services are detailed in Attachment A hereto, hereby incorporated herein, which is subject to amendment from time to time in accordance with Section 5, Paragraph B hereof.

Section 2. Compensation.

A. No benefit offered to City employees that is not specified in this Agreement shall be available to the Solicitor or provided by the City unless formal amendment of this Agreement occurs to incorporate said benefit 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 be incurred by Service Provider on behalf of City and in the performance of duties under this Agreement. Said expenses shall include but not be limited to required travel and continuing education designed 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 expense with supporting documentation.

C. Service provider shall receive (\$ 2,000.00 per month or \$ 175.00 per hour) for services rendered pursuant to this Agreement.

D. All compensation for services shall be rendered to Service Provider by the City within ten (10) days of the City's receipt of invoice from Service Provider.

Section 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 Stone Mountain is in session. In the event Service Provider is unable to appear during a session of the Municipal Court of Stone Mountain, Service Provider shall ensure that an alternate is available to appear in Service Provider's absence. Any other alternate Solicitor shall be approved in writing by the Chief Judge.

Section 4. Term.

The term of this Agreement shall be for two (2) years from the date of the execution hereof. The City or the Service Provider may terminate prior to the end of the two (2) year term for good cause only. "Good Cause" is defined as a failure by Service Provider to comply with the terms and conditions of this Agreement, including the services described in Attachment A hereto, to an extent that the delivery of services by Service Provider is impaired or is rendered impossible and/or a willful disregard by Service Provider for the rights and best interest of City; failure to make an appearance on every occasion upon which the Municipal Court of the City is in session; failure to exercise prosecutorial discretion in a manner consistent with the best interest of justice; suspension or disbarment from the State Bar of Georgia; and any other similar action or omission. "Good Cause" is further defined as failure by the City to render payment to Service Provider as provided in Section 2, Paragraph E of this Agreement. This Agreement shall automatically renew for a one (1) year term unless the City or Service Provider notifies the other, in writing of the decision not to renew this Agreement. Such writing shall be provided to the other party at least thirty (30) days prior to the expiration of the term.

Section 5. Miscellaneous.

A. *Laws.*

- i. 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.
- ii. For purposes of venue, all actions arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in Dekalb County, Georgia unless a question of Federal Law exists. In said circumstance, the action shall be brought in the Federal District Court for the Northern District of Georgia.

B. *Amendment.* This Agreement may from time to time be amended to reflect the changing relationship of the parties hereto. To be effective, such amendment shall be in writing and signed by all parties hereto.

C. *Entire 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.

D. *Severability.* Should any provision of this Agreement, or portion thereof, be deemed unconstitutional, invalid, or unenforceable, the remaining provisions of this Agreement shall be severable and enforceable as if said unconstitutional, invalid, or unenforceable provision had never been a part hereof.

E. *Removal.* Should any case come before the Municipal Court of Stone Mountain for prosecution and Service Provider has a personal, financial, or other stake or interest in the subject matter thereof or the circumstances of the parties thereto, then Service Provider shall remove himself from the active prosecution of or involvement with said case and promptly notify

the presiding Judge of the Municipal Court of Stone Mountain who will appoint an appropriate party to perform the duties of Solicitor for that particular case.

F. *Termination.* This agreement may be terminated by either party for convenience with 30 days' written notice to the other party.

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

(SEAL)

MAYOR AND COUNCIL FOR THE
CITY OF STONE MOUNTAIN, GEORGIA

ATTEST:

Shavala Ames, City Clerk

By: _____
Jelani Linder, Mayor

Solicitor/Service Provider:

By: _____
City Attorney

Exhibit "A"

Duties of Stone Mountain Municipal Court Solicitor

- I. As Solicitor for the Municipal Court of Stone Mountain, Georgia, shall at all times during the course 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 session of municipal court when cases are to be heard, unless excused by presiding Judge, and remaining present at each session of municipal court until City business has been completed or excused by the presiding Judge.
 - B. Assist Judge of Municipal Court 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.
- II. 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.