

Agreement-Public Defender

Town of Tyrone, Georgia

INTRODUCTION

This Agreement, made and entered into this 1st day of January, 2024, by and between the Town of Tyrone, Georgia, a municipal corporation (hereinafter called the Town”) and Taylor & Strickland Law Firm, (hereinafter called the “Public Defender” or “Taylor & Strickland Law Firm”) (collectively, the “Parties”), both of whom agree as follows:

WITNESSETH:

WHEREAS, the Town desires to appoint Taylor & Strickland Law Firm to serve, and the Town desires to engage the services of Taylor & Strickland Law Firm, as Public Defender of the Town of Tyrone; and

WHEREAS, Taylor & Strickland Law Firm agreed to accept appointment as Public Defender of the Town, subject to the terms, conditions and provisions of this Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Duties.

The City hereby agrees to engage and appoint Taylor & Strickland Law Firm as Public Defender of the Town. Taylor & Strickland Law Firm accepts such appointment and agrees to perform the functions and duties required of the position, and to perform such other legally

permissible and proper duties and functions as necessary to the position, including but not limited to defending cases before the Municipal Court of the Town of Tyrone, as well as accepting all necessary telephone calls and handling all necessary correspondence pertaining to his duties and functions (the “Public Defender’s Duties”). Further, the Public Defender shall comply with (collectively “Applicable Laws and Authorities”); state and federal law, the Town’s Charter and all Town policies, rules, regulations and ordinances as they exist or may hereinafter be adopted or amended.

Section 2. Hours of Work.

The Defender agrees to devote such time as is necessary for the full and proper performance of the Public Defender’s Duties and that the compensation herein provided includes compensation for such services.

Section 3. Manner of Performance.

The Public Defender will determine the method, details and means of performing the Public Defender’s Duties. Town shall not control the manner, nor determine the method of accomplishing the Public Defender’s Duties. Public Defender will be responsible for supplying all equipment and instrumentalities required to perform the duties under this Agreement.

Section 4. Termination Events.

This Agreement shall terminate without cause upon thirty (30) days written notice by either party. Public Defender agrees and understands that he serves at the will of the Tyrone Town Council.

Section 5. Compensation.

The Town agrees to pay the Public Defender a fee of \$410.00 per assigned case for the performance of the Public Defender's Duties. The public Defender acknowledges that he is an independent contractor and shall be responsible for payment of any and all taxes on the compensation paid to him hereunder, and agrees to indemnify and hold harmless the Town therefore. As an independent contractor, the Public Defender is not entitled to any fringe benefits that are generally available to Employees of the Town.

Section 6. General Provisions.

A. The text of this written Agreement and any amendments approved by the Town Council and executed by the Mayor and the Public Defender constitute the entire understanding between the parties with respect to the appointment of Taylor & Strickland Law Firm as the Public Defender of the Town of Tyrone.

B. This Agreement shall become effective upon execution.

C. This Agreement shall be governed by laws of the State of Georgia.

Section 7: Severability.

If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Section 8: Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, first class, certified or registered mail, postage prepaid, address as follows:

**Tyrone Municipal Court
950 Senoia Road, Suite B
Tyrone, Georgia 30290**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written in the course of transmission in the United States postal Service.

IN WITNESS WHEREOF, the Town of Tyrone has caused this Agreement to be signed and executed on its behalf by its Mayor, and Public Defender has signed and executed this Agreement on the date first above written.

Clerk of Court



Public Defender

Witness

Eric Dial, Mayor

Town of Tyrone, Georgia