

GEORGIA, COOK COUNTY

This agreement made by and between **COOK COUNTY BOARD OF COMMISSIONERS**, party of the first part, and **MATTHEW BENNETT**, party of the second part.

WITNESSETH

WHEREAS, the Cook County Probate Court is in need of a Solicitor, and with the party of the second party being willing to accept and continue the position as Solicitor, the parties hereby agree as follows:

THEREFORE, Cook County and Matthew Bennett agree that Matthew Bennett shall be Solicitor of Cook County Probate Court. That the term of the contract shall be from month to month and shall automatically renew each month unless either party gives the other 30 days written notice. The pay for said services shall be \$ 2,500.00 per month (at 30,000.00 per year), paid monthly.

IT IS AGREED that the duties of the Solicitor as contemplated herein shall be as set for under Article 8 under Chapter 9 of Title 15 of the Official Code of Georgia.

FURTHERMORE, the parties agree to renew the contract under the same terms for 30 days with the provision that it will automatically renew every 30 days unless a party gives the other party 30 days notice of their intention to terminate the contract. The total term of the contract will not exceed twelve months and will expire on July 31, 2019.

IN WITNESS WHEREOF, these parties have caused their presents to be executed and their seals affixed hereto this \_\_\_\_ day of July, 2018.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
**MATTHEW BENNETT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**COOK COUNTY BOARD OF  
COMMISSIONERS**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

## **AGREEMENT**

Agreement made, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Cook County Board of Commissioners, hereinafter called County, and Hayden L. Willis of the law firm Hayden Willis, LLC hereinafter called Attorney.

### **SECTION ONE.**

#### **SCOPE OF CONTRACT**

County, engages, hires, and retains Attorney to represent and serve as legal counsel to indigent defendants charged with criminal violations of the law and/or the terms of their probation who request an attorney and whose application for counsel is approved by the Cook County Probate Court, and Attorney accepts and agrees to such hiring.

### **SECTION TWO.**

#### **BEST EFFORTS OF ATTORNEY**

Attorney agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms in this agreement, to the reasonable satisfaction of County while observing and maintaining all ethical and professional standards and duties required of Attorney by the State Bar of Georgia and the Supreme Court of Georgia. Such duties shall be rendered at the Cook County Probate Court and at such other venue, place, or places as County shall in good faith require or as the interest, needs, business, or opportunity of County shall require.

### **SECTION THREE.**

#### **TERM OF EMPLOYMENT**


This agreement shall remain in effect until the \_\_\_\_ day of \_\_\_\_\_, 2019.

### **SECTION FOUR.**

#### **COMPENSATION OF ATTORNEY**

County shall pay Attorney, and Attorney shall accept from County, in full payment for Attorney's services under this agreement, a payment of \$350.00 per case which Attorney is appointed pursuant to SECTION ONE herein. Payment shall be made to Attorney directly. Attorney shall be paid on a quarterly basis and shall be paid within a reasonable amount of time following each quarter for each client/case that Attorney was appointed during that said quarter.

\_\_\_\_\_  
County  
Initials

  
Attorney  
Initials

## **SECTION FIVE.**

### **AGREEMENTS OUTSIDE OF CONTRACT**

This agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date of this agreement, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement, and each of the parties acknowledges that they have relied on their own judgement in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied on such payments or representations in connection with their dealings with the other.

## **SECTION SIX.**

### **MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## **SECTION SEVEN.**

### **TERMINATION**

- A. This agreement may be terminated by either party on thirty (30) days written notice to the other.
- B. In the event of any violation by Attorney of any of the terms of this agreement, County may terminate employment without notice and with compensation to Attorney only to the date of such termination.

## **SECTION EIGHT.**

### **EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

\_\_\_\_\_  
County  
Initials

  
\_\_\_\_\_  
Attorney  
Initials

## SECTION NINE.

### CHOICE OF LAW

This agreement will be deemed to be a contract made under the law of the State of Georgia and for all purposes will be governed by and interpreted in accordance with laws prevailing in the State of Georgia, without regard to principles of conflict of laws. The parties agree that any suit brought as a result of this contract as being the appropriate venue and each party submits to the jurisdiction of this court.

## SECTION TEN.

### NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

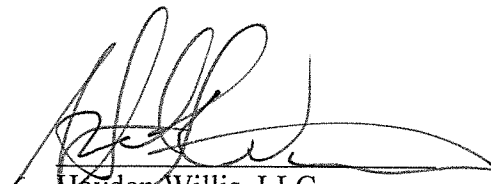
## SECTION ELEVEN.

### PARAGRAPH HEADINGS

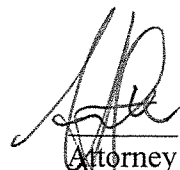
The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness of the above, each party to this agreement has caused it to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Cook County Board of Commissioners

  
Hayden Willis, LLC  
By: Hayden L. Willis  
Its: President

\_\_\_\_\_  
County  
Initials

  
Attorney  
Initials