

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT JUDGE**

This Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and _____, hereinafter referred to as the “Substitute Municipal Court Judge” or “Substitute Judge,” and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, the operation of the City requires a Substitute Municipal Court Judge; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, the City enters into this contract with said Substitute Judge; and

WHEREAS, the City recognizes that a Substitute Judge has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Judge possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed _____ to serve as Substitute Judge of the City’s Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Judge’s appointment as a City employee through entry into this Employment Agreement; and

WHEREAS, the City Council has confirmed that appointment on the ____ day of _____, 2022; and

WHEREAS, _____ has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Judge (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

WHEREAS, _____ understands this is a part-time as-needed position; and

WHEREAS, _____ understands this Agreement involves overseeing court staff, who are employees of the City; and,

WHEREAS, in order to provide for the Services of the Substitute Judge of the Municipal Court of Alpharetta and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Municipal Court Judge for such Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the Parties agree as follows:

Substitute Judge’s Initials _____

SECTION 1: TERM OF APPOINTMENT

1. _____ accepts the appointment of Substitute Judge of the Municipal Court of the City, for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2025, unless earlier terminated, as described below.
2. The Substitute Judge shall be subject to the eligibility requirements set forth in the City’s Charter, as may be modified currently or in the future by qualifications enumerated in the City’s Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements under state law. The Substitute Judge shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.13 of the City’s Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Code of Judicial Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. In addition, the Substitute Judge shall act in accordance with any published opinions of the Judicial Qualifications Commission of Georgia and the terms of any applicable Judicial Emergency Order. The Substitute Judge shall preside over all pre-trial conferences, cases, trials, and hearings, subject to the provisions set forth in Section 4.16 of the City’s Charter pertaining to the appointment of any substitute judge, part-time judge, full-time judge, or stand-by judge as may be required. The Services that the Substitute Judge shall perform shall also include the duties and responsibilities described in Section 3.
3. The Substitute Judge shall, at all times, faithfully, and to the best of their ability, administer activities of the court, assign, and hear all cases and fulfill obligations of the Court as established by the City’s Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

4. The Substitute Judge hereby acknowledges receipt of a copy of the Municipal Court Judge's Employment Agreement (the "Municipal Court Judge's Employment Agreement"), which is incorporated herein by reference, agrees to be subject to all terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence, and by virtue of the Substitute Judge's execution of this Agreement, agrees to comply with the terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence.

SECTION 3: JUDICIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Judge has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the services under this Agreement in accordance with judicial standards.
2. Accordingly, the Substitute Judge, appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Judge when performing judicial duties.
3. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, is solely responsible for judicial decisions in the performance of the powers and authority vested in the jurisdiction of the Municipal Court, including all powers set forth in Section 4.13 of the City's Charter.
4. Judicial decisions include, but are not limited to, the decisions and authority set forth in Section 4.13 of the City's Charter, including but not limited to the authority related to trial and punishment for violations of City ordinances and such other offenses as allowed and provided by state law, punishment of individuals by contempt, determinations as to types of punishment in individual cases (whether by fine or imprisonment, or both, or alternative sentencing as now or hereafter provided by law), establishment of bail and recognizances (including discretionary authority on acceptance of cash or personal property or real property as surety for the appearance of persons charged with violations), authority to bind prisoners over to the appropriate court upon probable cause determinations regarding a violation of state law or to bind over defendants requesting a jury trial to state court, authority to compel the production of evidence, authority to enforce obedience to the Substitute Judge's orders, judgments, and sentences, authority to compel the presence of parties necessary to proper disposal of each case, determination of financial ability, determination of conditions of probation, determination of liability, determination of eligibility for indigent defense, and determination of alternatives to monetary penalties, including community service and penalty or fine reductions.

5. Furthermore, the Substitute Judge is responsible for doing the following:
- a. In accordance with standards established by the Municipal Court Judge, the Substitute Judge directs and controls the proceedings and personnel involved in court hearings and trials including prosecuting and defense attorneys, defendants, witnesses, court clerks and others and presides over a variety of Municipal Court hearings and trials within the jurisdiction of the Municipal Court in accordance with Georgia State law.
 - b. Presides over and adjudicates court and bench trials, pretrials, motions, plea hearings, arraignments, post-conviction reviews and other hearings.
 - c. Responds to requests for search and arrest warrants by City law enforcement officers. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.
 - d. Research legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures.
 - e. Hears, tries, and adjudicates a variety of misdemeanor cases related to criminal, traffic, school zone speed cameras and parking and other violations including mitigation and contested hearings.
 - f. Hears and weighs testimony and evidence presented to determine appropriate verdict of guilty or not guilty; imposes just sentences and penalties as prescribed by law; utilizes remedial and community service programs as appropriate.
 - g. Conducts first appearance hearings/arraignments and bond hearings at the jail as needed.
 - h. Conducts court sessions during the calendar year in accordance with the Municipal Court's schedule for the convening of court sessions.
 - i. In the absence of the Municipal Court Judge, the Substitute Judge shall be on call to perform Services as required, which may at times fall on weekends, holidays or other periods of time during the week outside of the ordinary times the Municipal Court convenes its court sessions.
 - i. On the occasions that the Substitute Judge is required to stand in for the Municipal

Court Judge, he/she is required to be responsible for conducting bond hearings at the jail as needed when court is not in session.

- ii. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required to attend the City's scheduled court sessions. The frequency and schedule of the court sessions may be subject to change based on the operational needs of the City's Municipal Court, but currently, the Municipal Court convenes approximately two court sessions on Tuesdays, two court sessions on Wednesdays, and two court sessions on Thursdays.

 - j. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with a variety of City departments including legal, police, fire, public works, and others regarding court cases, complaints, and other issues.

 - k. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required, as needed, to notify the City of any Judicial Emergency Orders and any actions required to comply with such Orders.

 - l. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with various community agencies and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.

 - m. Speaks to community groups and presides at ceremonial functions as requested; administers oaths of office and other duties prescribed by law.
6. The Court Clerk and all represented court staff are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, the Court Clerk and all court staff are subject to the Substitute Judge's direction and control in the absence of the Municipal Court Judge when performing duties for the City's Municipal Court. The salaries or compensation, benefits, hours of work and working conditions of the Court Clerk and all court staff shall be established by the City. The Substitute Judge understands that the Court Clerk and all court staff adhere to the same applicable personnel policies as other City employees. The Substitute Judge further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Municipal Court Judge

7. The Parties agree that the Substitute Judge will participate, as needed, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Judge's responsibilities with respect to court employees. The Substitute Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers. In the absence of the Municipal Court Judge, the Substitute Judge will confer with the City Administrator to coordinate administrative activities concerning City procedures, policies, and the budget, in an effort to retain and insure consistency and common practices throughout the City.

SECTION 4: COMPENSATION

The Substitute Judge's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Judge's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Judge approved by the Mayor and City Council in consideration of the Substitute Judge's performance of Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars (\$475.00) per court session.
2. All of the Substitute Judge's required training and costs for associated travel specifically related to state law training requirements to perform as a municipal court judge shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable state law. Notwithstanding the foregoing, the City and Substitute Judge acknowledge and agree that the Substitute Judge shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any additional continuing legal education training costs and expenses incurred by the Judge in attending any further training above and beyond the state law training requirements to perform as a municipal court judge.
3. The Substitute Judge's compensation may be increased, but not decreased, during the Judge's term of office.
4. The Substitute Judge's compensation shall be determined annually on January 1. This payment shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court, including compensation for the performance of all Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.

SECTION 5: METHOD OF PAYMENT

Substitute Judge's Initials _____

1. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times of the court sessions for which the Substitute Judge performed Services to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Judge agrees and acknowledges that the Substitute Judge is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Judge further agrees and acknowledges that the Substitute Municipal Court Judge position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Judge is expected to perform the Services without regard for the number of hours worked.

SECTION 7: TERM OF AGREEMENT

1. The Substitute Judge's term of office and the term of this Agreement, unless otherwise terminated, shall be for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2025.

SECTION 8: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by _____ on behalf of the Substitute Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE JUDGE: NAME OF Substitute JUDGE, ADDRESS; EMAIL

SECTION 9: TERMINATION OF AGREEMENT

This Agreement may be terminated during the Substitute Judge's term of office as follows:

Substitute Judge's Initials _____

1. By the Substitute Judge, The Substitute Judge retains the right to terminate this agreement, at any time, by providing written notice a minimum of 60 days prior to effective date of termination, unless otherwise mutually agreed by the parties.
2. By the City, The City may only terminate this agreement in accordance with O.C.G.A. § 36-32-2.1 and/or the provisions of Sections 5.17 and 5.18 of the City's Charter.
3. Nothing in this Agreement shall affect the power and authority of the Judicial Qualifications Commission of Georgia to discipline, remove, or cause the involuntary retirement of the Substitute Municipal Court Judge in accordance with its rules and procedures.

SECTION 10: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 11: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Judge and the City.
2. To the extent consistent with this Agreement, all representations, warranties, and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination, of this Agreement.

SECTION 12: REPRESENTATIONS AND WARRANTIES

1. The Substitute Judge hereby represents and warrants that, as of the date hereof, and continuing throughout the term of this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.
2. The Substitute Judge represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Judges' law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.

3. The Substitute Judge warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Judge in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Judge, has ever been settled by payment to a Plaintiff, and, as of the date hereof, the Substitute Judge has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Judge warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Municipal Judge.

SECTION 13: ACKNOWLEDGEMENT OF JUDGE

1. I, the Substitute Judge, acknowledge, admit, and agree that the pay for my services is valuable, that the amount is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all services under this Agreement.
2. I, the Substitute Judge, understand and further agree that, to the extent permitted by law, that I may use, operate, or possess City property, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, under this Agreement, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.
4. I, the Substitute Judge agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Judge, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Judge with a former employer or with any other third party.

6. I, the Substitute Judge, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 14: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 16: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 17: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Substitute Judge's Initials _____

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By: _____
(Printed Name _____),
Substitute Municipal Court Judge

Date: _____

Substitute Judge's Initials _____