

**EMPLOYMENT
CONTRACT MUNICIPAL
COURT JUDGE**

THIS EMPLOYMENT CONTRACT for the Municipal Court Judge of the City of Jonesboro, Georgia is entered into this _____ day of January, 20____, by and between the CITY OF JONESBORO, GEORGIA ("CITY"), a home rule municipality, and CHARLES K. WOOD ("Municipal Court Judge"), an individual.

WITNESSETH:

WHEREAS, the CITY appoints a municipal court judge every year; and,

WHEREAS, O.C.G.A. § 36-32-2 now requires that the CITY enter into contract with said judge for a period of two years; and;

WHEREAS, Charles K. Wood has been serving as Municipal Court Judge of the City of Jonesboro since 2015 and was reappointed at the City's January 9, 2024 meeting to serve in that capacity through the 2024 calendar year; and

NOW, THEREFORE, in consideration of services to be provided to the CITY by the Municipal Court Judge for the 2025 and 2026 calendar years, and in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

I. MUTUAL ASSENT TO EMPLOYMENT:

The City Council hereby employs and engages Charles K. Wood to act as Municipal Court Judge for the CITY, and the Municipal Court Judge accepts and agrees to this engagement as an independent contractor/part-time employee. The Municipal Court Judge acknowledges and agrees that he serves at the pleasure of the CITY, subject to O.C.G.A. § 36-32-2.1, which sets forth removal procedures and prohibits the dismissal of a Municipal Court Judge during his appointed term except for reasons set forth in that statute.

II. DUTIES OF MUNICIPAL COURT JUDGE.

The duties of the Municipal Court Judge shall be as provided by this contract, and further described in the City's Charter and Code, which are incorporated herein by this reference. The Municipal Court Judge shall be responsible for the operation of the Municipal Court of Jonesboro in accordance with Constitutional and statutory standards, as well as all applicable directives from the Georgia Supreme Court, Georgia Court of Appeals, and the Administrative Office of the Courts. The Municipal Court Judge shall supervise and oversee all aspects of court operations to ensure their compliance with such standards. To the extent relative training deficiencies are observed, the Municipal Court Judge shall notify the CITY of the need for further training. The Municipal Court Judge shall be available to review and issue warrants and hold hearings as needed.

III. SESSIONS

The Municipal Court shall be convened for approximately 7 to 8 regular sessions per month, generally on Mondays or Wednesday, as determined by the Judge in consultation with the clerk of court, at the location of the Municipal Court, 1859 City Center Way, Jonesboro, GA 30236. The Municipal Court Judge has authority to reschedule regular sessions of court to accommodate professional training, personal vacation and other necessary absences. Rescheduling of regular court sessions shall be accomplished as far in advance of the scheduled session as practical to avoid unnecessary hardship for officers and defendants.

IV. COMPENSATION AND BENEFITS.

a. Compensation

In consideration for the successful performance of the duties of the Municipal Court Judge, as referred to hereinabove, the CITY agrees to pay and the Municipal Court Judge agrees to accept, in full payment for Municipal Court Judge's services, the total of **\$600.00** per [day/session] of Court, beginning January 13, 2025 and ending December 31, 2026. Such compensation covers court sessions and all associated court activity outside/beyond regular sessions. Such compensation is subject to withholding for applicable taxes and shall be payable to Charles K. Wood at the same time that other employees of the CITY are paid.

b. Benefits

As required by Georgia Statute, the City shall pay the cost of annual continuing education judge training for municipal court judges as required by the State of Georgia, provided that should the Municipal Court Judge serve as the Chief Judge in one or more other municipal jurisdictions, the cost of such training shall be apportioned among all such jurisdictions on an equal basis (pending such agreement by the other jurisdictions, as applicable). Because Municipal Court Judge is an independent contractor/part-time employee, Municipal Court Judge is not eligible for any employee benefits provided by the CITY to employees.

V. TERM.

This Contract shall become effective January 13, 2025 and shall continue through December 31, 2026, provided the Municipal Court Judge shall continue in office and hold over until the appointment of her successor and shall receive compensation at the same rate while such duties continue.

VI. INSURANCE AND BONDING.

The CITY shall insure and/or bond the Municipal Court Judge for all responsibilities and obligations and duties to be performed with the scope of his employment; however, the CITY shall have no obligation to indemnify or defend the Municipal Court Judge for conduct or action undertaken in bad faith, or that is criminal in nature, constituting gross negligence, or for intentional, wrongful, or reckless misconduct.

VII. TERMINATION.

The CITY shall comply with Georgia Law in the termination of the Municipal Court Judge. The City acknowledges that a Municipal Court Judge can be terminated during the contract term for cause only, with two-thirds of Council vote.

In the event the Municipal Court Judge voluntarily resigns his position with the CITY before expiration of the aforesaid term of employment, the Municipal Court Judge shall give the CITY sixty (60) days advance written notice. This Contract shall terminate prior to the expiration of the term specified above, without further liability of the CITY, if death, permanent disability (extending three (3) months or longer), or total incapacity shall render the Municipal Court Judge incapable of serving as the Municipal Court Judge.

VIII. GENERAL PROVISIONS.

- a. The mayor and city council of the CITY shall have the authority to appoint standby associated judges to serve in the absence of the Municipal Court Judge upon consultation with the Municipal Court Judge. Any standby associate judge shall have the same powers granted to the Municipal Court Judge.
- b. Nothing herein contained shall act to prohibit Keith Wood from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Court Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Court Judge shall be allowed to charge a fee therefor and retain any such fee received in accordance with Georgia Laws on honorarium.

IX. NOTICES.

All notices required under this Contract shall be in writing and shall be hand-delivered to the addresses of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Court Judge: The Honorable Charles K. Wood
 146 North McDonough Street
 Jonesboro, GA 30236

City of Jonesboro: Mayor Donya L. Sartor
 City of Jonesboro
 1859 City Center Way
 Jonesboro, GA 30236

X. FINAL AND ENTIRE AGREEMENT.

This Contract supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede, and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Court Judge warrants and represents that, as of the date of his signature below, he has no undisclosed claims against the CITY or any employee or representative thereof and that he is eligible to serve as judge in accordance with Georgia law.

XI. AMENDMENTS AND MODIFICATIONS.

This Contract shall not be amended or modified except by written agreement signed by both parties.

XII. INVALID PROVISIONS.

Should any court for any reason deem any provision of this Contract invalid or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in duplicate, each counterpart of which is hereby deemed an original for all purposes.

CITY OF JONESBORO, GEORGIA

Donya L. Sartor, Mayor

[ADDITIONAL SIGNATURES ON NEXT PAGE]

ATTEST:

ChaQuias M. Thornton, Acting City Clerk

Keith Wood, Municipal Court Judge

STATE OF GEORGIA
COUNTY OF _____

On this the ____ day of _____, 20____, Keith Wood personally appeared as Municipal Court Judge for the City of Jonesboro, Georgia, who signed the above Employment Contract before me.

In witness whereof, I hereby set my hand and official seal.

My commission expires:

Notary Public

[SEAL]