

**CONTRACT FOR SERVICES AGREEMENT
ASSOCIATE MUNICIPAL COURT JUDGE**

THIS AGREEMENT is made and entered into this 1st day of January, 2025 (the “Effective Date”), by and between the CITY OF STONE MOUNTAIN, GEORGIA, a municipal corporation, (hereinafter referred to as the “City”) and **TRACEY A. MORAN, ESQ.** (“Associate Municipal Court Judge”), an individual.

W I T N E S S E T H:

WHEREAS, the City Council appoints a Chief and associate municipal court judges; and,

WHEREAS, state law, at O.C.G.A. § 36-32-2(a), requires that the City enter into contract with said judges and that such appointments be for a minimum period of two (2) years; and,

WHEREAS, Tracey A. Moran desires to serve as an Associate Municipal Court Judge for the City of Stone Mountain, Georgia; and

WHEREAS, the City desires for Tracey A. Moran to perform services as an Associate Municipal Court Judge of the City of Stone Mountain as provided by the City Charter; and

WHEREAS, the City Council wishes, by majority vote of the Council, to appoint Tracey A. Moran as Associate Municipal Court Judge for fiscal year (“FY”) 2025 and FY 2026.

NOW, THEREFORE, 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 engages and hires Tracey A. Moran to act as an Associate Municipal Court Judge for the City, and the Municipal Court Judge accepts and agrees to this engagement of services. Tracey A. Moran acknowledges and agrees that s/he serves at the pleasure of the City, subject to O.C.G.A. § 36-32-2.1 which prohibits the dismissal of a Municipal Court Judge during his appointed term without “just cause”.

II. DUTIES OF MUNICIPAL COURT JUDGE.

The duties of the Municipal Court Judge shall be as 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 Stone Mountain 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 all aspects of court operations to ensure their compliance with such standards. To the extent 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 warrants, issue probable cause findings and hold hearings as needed.

III. COMPENSATION AND BENEFITS.

a. Salary

In consideration for the successful performance of the duties as 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 Judges services, the total of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month, withholding applicable federal and state payroll tax withholdings, **beginning January 1, 2025, and ending December 31, 2026.** Such salary covers all assigned court sessions per month and all associated court activity outside/beyond regular sessions.

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, and associated travel expenses as approved by the City, provided that should the Municipal Court Judge serve as the Chief Judge or Municipal Court Judge in one or more other municipal jurisdictions, the cost of such training and travel shall be apportioned among all such jurisdictions on an equal basis, as applicable.

IV. TERM.

This Agreement shall become effective January 1, 2025, and shall continue through December 31, 2026.

V. INSURANCE AND BONDING.

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

VI. TERMINATION.

The City shall comply with Georgia Law in the termination of a Municipal Court Judge.

In the event the Municipal Court Judge voluntarily resigns his/her 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 Agreement 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.

VII. GENERAL PROVISIONS.

- a. The Chief Municipal Court Judge shall be allowed to select an associate judge to serve in his/her stead during his absence, provided his absence is not a result of a termination or expiration of this Agreement.
- b. Nothing herein contained shall act to prohibit Tracey A. Moran from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Judge shall be allowed to charge a fee, therefore, and retain any such fee received in accordance with Georgia Laws on honorarium.

VIII. NOTICES.

All notices required under this Agreement 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 Tracey A. Moran
 Mann & Moran, P.C.
 1618 Thompson Avenue
 East Point, Georgia 30344

City of Stone Mountain: Mayor, City of Stone Mountain
 City Manager, City of Stone Mountain
 875 Main Street
 Stone Mountain, GA 30083

IX. FINAL AND ENTIRE AGREEMENT.

This Agreement 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 nay employee or representative thereof and that he is eligible to serve as judge in accordance with Georgia law.

X. AMENDMENTS AND MODIFICATIONS.

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

XI. INVALID PROVISIONS.

Should any court for any reason deem any provision of this Agreement 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 agreement in duplicate, each counterpart of which is hereby deemed an original for all purposes.

CITY OF STONE MOUNTAIN, GEORGIA

Dr. Beverly Jones, Mayor

Tracey A. Moran, Esq.

ATTEST:

Shavala Ames, City Clerk

APPROVED AS TO FORM:

Angela Couch, City Attorney