

This model ordinance for setting a term of office for the office of municipal court judge is not and should not be treated as legal advice. This model ordinance has been developed in response to House Bill 691 from the 2015-2016 legislative session. You should consult with your legal counsel before drafting or adopting any ordinance and before taking any action based on this model.

Model Municipal Court Judge Service Agreement and Maximum Term of Office Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF _____, GEORGIA TO PROVIDE FOR A SERVICE AGREEMENT AND MAXIMUM TERM OF OFFICE FOR THE MUNICIPAL COURT JUDGE; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

(HB 691 states that an individual appointed as a municipal court judge shall serve a minimum term of one year and until a successor is appointed or if removed under the statute. The city may have a term of longer than one year. The law now states that the city shall memorialize in a written agreement, in an ordinance, or in the charter the term of office for the judge. For flexibility, it is advisable to adopt an ordinance that sets the term and requires appointment by approval of a service agreement that outlines the obligations of the judge and the city. If done by a charter amendment the charter amendment could still be effectuated by an ordinance, pursuant to the procedures under O.C.G.A. §36-35-3. This model ordinance can be enacted as a stand-alone ordinance or can be utilized to effectuate such charter amendment.)

SECTION ONE

That Section _____ of the [Code of Ordinances/ City Charter], City of _____, Georgia, is hereby amended to read as follows:

Sec. _____. Maximum Term of Appointed Office for Municipal Court Judge; Service Agreement.

- (a) No person shall be qualified or eligible to serve as a judge of the municipal court unless he or she shall be in compliance with the requirements of state law on qualifications to serve in such office, including but not limited to compliance with all applicable training requirements.
- (b) All judges of the municipal court for the Municipal Court of _____ shall be appointed by a resolution of the city council that adopts or approves a Service Agreement

with the judge. This Service Agreement shall include a term of service of no less than one year and no more than ____ years. The Service Agreement shall be approved by the city attorney as accurately describing the obligations of the judge and the independence of the court, and it shall identify obligations of the judge and of the city for oversight and management of court staff and court service providers. Unless the judge has been removed from office in the middle of the term as describe below, the Service Agreement shall renew automatically for a subsequent term unless the city council, by resolution, appoints a successor judge to serve at the expiration of the then-current term. **[The Service Agreement shall state whether the judge provides services as an employee of the City or as an independent contractor.][The judge shall serve as an employee of the City during the term of the Service Agreement.][The judge shall be an independent contractor of the City during the term of the Service Agreement.]**

- (c) The judge, or any judge pro tempore serving in the absence of the judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.
- (d) The judge is responsible for notifying the **[City Manager][Council]** and the city attorney of any resources or process changes that are required or appropriate in order for the court to operate in accordance with applicable law.
- (e) Unless prohibited by the Service Agreement, the municipal court judge may engage in the private practice of law; provided, however, a judge may not appear and represent a client before the court.
- (f) Before entering on duties of his or her office for the first time, an appointed judge shall take the following oath before an officer duly authorized to administer oaths in this state:

‘I swear (or affirm) that I will faithfully and impartially and without fear, favor, or affection discharge my duties as judge of the Municipal Court for the City of _____, and will take only my lawful compensation. I do further swear (or affirm) that I am not the holder of any unaccounted for public money due this State, or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I am prohibited from holding by the laws of the State of Georgia; and that I am otherwise qualified to hold said office, according to the Constitution and Laws of Georgia; and that I will support the Constitutions of the United States and of this state.’

The oath shall be entered upon the minutes of the city council, and the judge’s name, contact information for business correspondence, and term of office shall be provided to the Administrative Office of the Courts.

- (g) A judge of the municipal court shall serve for the designated term in the Service Agreement but may be removed from the position, and the Service Agreement terminated during the

term, by a two-thirds vote of the entire membership of the city council or upon action taken by the State Judicial Qualifications Commission for:

- (1) Willful misconduct in office;
- (2) Willful and persistent failure to perform duties;
- (3) Habitual intemperance;
- (4) Conduct prejudicial to the administration of justice which brings the judicial office into disrepute; or
- (5) Disability seriously interfering with the performance of duties, which is, or is likely to become, of a permanent character.

(The city may add additional causes under paragraph (d) above but only if such additional causes are added by charter amendment.)

SECTION TWO

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION THREE

This Ordinance shall become effective on _____, 20_____.

SO ORDAINED, this _____ day of _____, 20_____.

Approved:

Mayor

ATTEST:

_____(SEAL)
City Clerk