

**EMPLOYMENT AGREEMENT
MUNICIPAL COURT CHIEF JUDGE
FOR THE
CITY OF DOUGLASVILLE**

This Agreement by and between the City of Douglasville, Georgia, a municipal corporation, hereinafter referred to as the “City,” and B. Keith Rollins, hereinafter referred to as “Rollins”, is as follows:

WHEREAS, the Mayor and City Council have appointed Rollins to serve as Chief Judge of the City's Municipal Court; and

WHEREAS, Rollins accepts the appointment; and

WHEREAS, Rollins understands this is a part time position covering seven days per week; and

WHEREAS, in order to provide for the services of Chief Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with Rollins for such services.

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

1. TERM OF APPOINTMENT AND AGREEMENT.

Rollins accepts the position of Chief Judge of the Municipal Court of the City of Douglasville in accordance with the provisions of Section 4.11 of the City of Douglasville Charter as supplemented by this Agreement for a term expiring 365 days from the date of signing of this Agreement. The term of this Agreement shall run concurrent with the term of appointment and shall expire 365 days from the signing of this Agreement. This Agreement supersedes any Agreement between the City and Rollins that is currently in place as of the date of the signing of this Agreement.

Rollins shall be, and remain, an attorney admitted to practice law before the courts of record for the State of Georgia. Rollins must also be a citizen of the United States of America and the State of Georgia. Rollins must immediately report to the City Manager any change affecting his membership in good standing with the State Bar of Georgia. The City shall pay the cost for Rollins to attend annual training for judges on the same basis it pays for regular City employees to attend training and pursuant to the City of Douglasville Travel Policy.

2. SCOPE OF SERVICES.

Rollins shall perform all duties legally prescribed for a judicial officer serving as a judge of a lawfully constituted Municipal Court according to the requirements of the United

States Constitution, the Georgia Constitution, the Official Code of Georgia Annotated, the Georgia Uniform Rules for Municipal Courts, the Georgia Code of Judicial Conduct, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.

The parties acknowledge that Rollins is currently holding court on a schedule that includes approximately 92 full days of court annually and as scheduled by the Court Administrator. The Judge shall ensure that each court day is completed no later than 5:00pm on each day of court.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

3. JUDICIAL INDEPENDENCE AND ADMINISTRATION.

The Legislative, Executive and Judicial branches of government are co-equal. Each has the responsibility for the criminal justice system and cooperation with each other is necessary to meet its separate responsibility and is fundamental to our system of government.

Rollins shall be accorded independence from the Executive and Legislative branches when performing judicial responsibilities and nothing contained herein shall be construed to interfere with Rollins when performing judicial duties. Furthermore, Rollins shall be responsible for ensuring that court staff and officials subject to the court's direction and control comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes.

The Court Administrator is appointed by the Mayor and Council. Rollins agrees and understands that the Court Administrator is responsible for coordinating administrative activities concerning City and municipal court procedures, court scheduling, City and municipal court policies, and the budget in an effort to retain and ensure consistency and common practices throughout the City.

4. COMPENSATION.

For the performance of services pursuant to this Agreement, the City agrees to pay Rollins a monthly gross salary of \$9,666.66 (NINE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS) payable in installments at the same time as City employees are paid. Additionally, the City shall continue to offer Rollins insurance on the same terms they are made available to full-time regular City employees, the City paying the same amount toward the premium as it pays for a regular City employee. Rollins shall pay the employee portion of the insurance premium for the insurance in advance for at least six months of coverage at a time. Additionally, the City shall provide and pay for pension benefits as currently specified for the Chief Judge in the City's defined benefit pension contract with its primary pension provider.

5. NOTICES.

Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City Manager
City of Douglasville
PO Box 219
Douglasville, GA 30133

IF TO ROLLINS:

B. Keith Rollins
PO Box 1113
Douglasville, GA 30133

6. TERMINATION OF AGREEMENT.

This Agreement may be terminated by the City during Rollins's term of office as provided in the City Charter, the City Code, the Official Code of Georgia Annotated and other relevant Georgia law. Rollins may terminate this Agreement at any time by giving written notice of resignation.

7. MERGER AND AMENDMENT.

This Agreement contains the entire understanding of the City and Rollins with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Rollins hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Employment Agreement shall be resolved in Douglas County Superior Court, State of Georgia.

8. SEVERABILITY.

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF DOUGLASVILLE

B. KEITH ROLLINS

By: _____
Rochelle Robinson, Mayor

By: _____
B. Keith Rollins, Judge

Date: _____

Date: _____

Attest:

Vicki Acker, City Clerk