

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS APPOINTING PRESIDING JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF BURLESON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PRESIDING MUNICIPAL COURT JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has established its municipal court as a municipal court of record; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS;

Section 1.

That J. Greg Coontz is hereby appointed as the Presiding Judge of the municipal court of records in the City of Burleson, Texas, in accordance with the terms of the Agreement attached as Exhibit "A" and incorporated by reference herein.

1.

Section 2.

That the Mayor is hereby authorized to execute the Agreement attached as Exhibit "A".

Section 3.

This appointment of the presiding judge shall be for a term of two years, which shall expire on July 6, 2026.

Section 4.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Section 5.

It is hereby declared to be the intention of the city council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

Passed and Approved this _____ day of _____, 2024.

Chris Fletcher, Mayor
City of Burleson, Texas

(Seal)

Attest:

Amanda Campos, City Secretary
City of Burleson, Texas

Exhibit "A"

Professional Service Agreement

The Agreement made and executed into this 5th day of **July, 2024** by and between the City of Burleson, Texas, a home rule municipal corporation, hereinafter referred to as "City" and J. Greg Coontz, an individual, hereinafter referred to as "Municipal Judge".

1. On 5th day of **July, 2024** the City Council of the City of Burleson, pursuant to and in accordance with the City of Burleson Home Rule Charter, appointed J. Greg Coontz as the Presiding Municipal Court Judge with the duties of presiding over the Burleson Municipal Court of Record, as further described herein. This Agreement details the terms and conditions of such appointment.
2. The Parties hereby agree that J. Greg Coontz shall serve as the Presiding Municipal Court Judge for a period of two (2) years, beginning on July 5, 2024 and continuing through midnight on July 6, 2026 at a contract rate of \$80,000.00 per year, paid in monthly installments of \$6,666.67 for four months and \$6,666.68 for eight months. It is agreed that for the term of this Agreement, the Municipal Judge shall be compensated in the amounts specified above, payable on a monthly basis, upon receipt by the City of a written invoice for work performed.
3. The Municipal Judge shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Contractor Job Profile, which is attached hereto and incorporated herein for all purposes, and shall perform such other legally permissible and proper duties and functions as said position shall require. Such duties and functions shall include, but are not limited to, presiding over non-trial dockets (estimated to occur about twice a week), conducting trial dockets (estimated to occur about twice a month), keeping office hours necessary to complete judicial administrative tasks, providing on call services based on a schedule agreed to with Associate Judges, attending training or other continuing education courses which directly relate to and are required for municipal judicial duties, and cooperating with the Associate Judges and other city staff as to operational methods and procedures of the court with the goal of promoting speedy and efficient justice.
4. This entire Agreement is expressly contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If at any time during the period of performance under this Agreement, the City does not make sufficient appropriations and authorizations, this Agreement shall terminate upon written notice being given by the City to the Municipal Judge. The City's decision as to whether sufficient appropriations are available shall be accepted by the Municipal Judge and shall be final.

5. It is agreed between the Parties that the Municipal Judge's position is an independent, appointed, part-time professional position, that the Municipal Judge is an independent contractor and not an employee of the City, that the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and that the foregoing constitutes all the benefits and other forms of compensation paid to the Municipal Judge for the services required herein.
6. City will provide judge's robe. The City also does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
 - Texas State Bar Association
 - Tarrant County Bar Association
 - Johnson County Bar Association

Additionally, the City, in its sole discretion, may provide materials and equipment to the Municipal Judge to assist the Municipal Judge perform the duties and responsibilities described herein. Any materials and equipment provided to the Municipal Judge shall remain the property of the City.

7. City does hereby agree to budget and to pay for the travel and subsistence expenses of Municipal Judge training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties as long as such training is in the State of Texas. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
8. The Municipal Judge shall assist the City in completing all paperwork and other documentation, including fingerprinting, necessary to receive clearance to work with the Texas Law Enforcement Telecommunications System.
9. The Municipal Judge shall keep the City Council, City Secretary, and Clerk of the Court informed of issues related to the Municipal Court and shall execute their performance in cooperation with the City Secretary and Clerk of the Court, to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.
10. During this agreement, the Municipal Judge agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Section 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and

laws shall govern.

11. The Municipal Judge shall not take on representation of a client adverse to the City. The Municipal Judge shall also refrain from any activity or employment that might place the Municipal Judge in a position of conflict of interest with the Municipal Judge's duties for the City.
12. The Municipal Judge warrants he meets the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson. The Municipal Judge shall promptly notify the City if, during the term of this Agreement, the Municipal Judge no longer meets the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
13. The City Council may remove the Municipal Judge from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Section 30 of the Texas Government Code or its successor, as same may hereafter be amended.
14. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Municipal Judge has hereunto set their hand.

Signed:

J. Greg Coontz

Date

Signed:

Mayor, Chris Fletcher

(Seal)

Attest:

City Secretary, Amanda Campos