

City of Leon Valley, Texas

Contract for Professional Judicial Services (Judge)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Contract for Professional Judicial Services (“Agreement”) is made and entered into this 3RD day of September 2024, by and between the City of Leon Valley, a Texas home-rule municipal corporation located in BEXAR County, Texas (“City”) and Lawrence G. Morales (“Judge”). The City and the Judge, hereafter collectively referred to as the “Parties,” hereby make and enter into the following agreement:

ARTICLE I Contingency

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 Judge. The City’s decision as to whether sufficient appropriations are available shall be accepted by the Judge and shall be final.

ARTICLE II Appointment and Term

2.01 Appointment. On the 3rd day of September, 2024, the City Council of the City of Leon Valley, Texas (“City Council”), pursuant to Article VII, Section 7.01.003 of the City of Leon Valley Home Rule Charter, appointed Lawrence G. Morales as the Municipal Court Judge, with the duties of presiding over the Leon Valley Municipal Court of Nonrecord, as further described in Article III herein. This Agreement details the terms and condition of such appointment.

2.02 Term. This Agreement shall apply to the current term of office, term of two years, coterminous with the mayor, and said Judge shall serve until his successor has been appointed and qualified, unless sooner removed by the City Council.

2.03 Termination. This Agreement in accordance with law may be terminated before the expiration of the term as specified in Section 2.02, after written notice has been provided by the City to the Judge and a hearing on the issue has been conducted by the City Council, for failure to perform the scope of services outlined in Article III or to otherwise comply with any provision of this Agreement.

ARTICLE III

Scope of Services

3.01 In General. The Judge agrees to preside over the municipal court dockets, which shall include initial appearance dockets, non-jury dockets, jury dockets, and pre-warrant dockets, show cause dockets, capias pro fine dockets, pre-trial dockets, jury trials, non-jury trials, red light camera appeals, as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Judge agrees to perform the service required by the position of the Municipal Judge and is not limited to a preset number of hours per week to perform such services.

3.02 Docket Schedule. The Judge shall establish the times and days for the court dockets and retains full authority to change the same from time to time. The Judge shall perform the services required herein at the dockets so established and to which the Judge may be scheduled. If the Judge is unavailable to complete these services, it shall be the duty of the Judge to seek an alternative method of fulfilling these duties first through any other City-appointed Judge or any other Judge with jurisdiction to perform these duties on behalf of the City.

3.03 Magistrate/Arrestment/Warrant Duties. The Judge shall perform magistrate, arraignment and warrant duties related to individuals held in any City holding facility and as otherwise required. Such duties shall be performed on an as-needed basis but in all cases these duties shall be completed as described below. The City shall contact the Judge scheduled for magistrate/arrestment/warrant duties between 8:00 am and 6:00 pm and advise the scheduled Judge of the need for such services. Should the services outlined in this section be required the Judge shall complete such services in a timely manner, within the constraints required by the law. If the Judge is unavailable to complete these services it shall be the duty of the Judge to seek an alternative method of fulfilling these duties first through any other City appointed Judge, then any other Judge with jurisdiction to perform these duties on behalf of the City.

3.04 Administration. The Judge shall act as Judge, administering the court's operation, including coordination of his/her schedule with the schedules of the other appointed Judges, at any days of court for which he/she is not personally presiding, or where he cannot serve as Judge for any case(s) for other reasons, such as a conflict of interest. The Judge shall consult with the Court Administrator concerning the court operation and arrange for special court settings as necessitated by circumstances. Such special court settings shall only be for dire and unforeseen circumstances and only when a set docket date cannot otherwise be utilized and/or such duties cannot be performed by Judges who from time to time may be appointed by the City Council.

3.05 Efficiency of Court. The Judge shall consult and cooperate with other city appointed Judges, the City Manager or his designee, the City's prosecutor, and municipal court clerks as to operational methods and procedures, and on efforts to improve the operations of the Municipal Court, all with the goal of promoting speedy and efficient justice within the Leon Valley Municipal Court system.

3.06 No Supervisory Capacity. The Judge acknowledges that the clerks of the Municipal Court are supervised by the City Manager as City administrative employees, and that the City Prosecutor is supervised by the City Attorney. The Judge does not serve in a supervisory role as to any of these or other employees of the City except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate City department head or the City Manager concerning needed improvements or problems that come to his/her attention through his service as Judge of the Leon Valley Municipal Court of Nonrecord.

3.07 Reports. The Judge, at such times and in such forms as the City Council or the City Manager may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.

ARTICLE IV Compensation

4.01 Compensation. The City will be obligated to compensate the Judge for only those services actually performed. The following details the compensation that will be made by the City to the Judge for services to be rendered:

- a. **Docket:** Judge will be paid \$800.00 for a docket. A docket shall be defined as any court day where the court is scheduled for up to 3 hours in a given day. Docket fees include the signing of required paperwork and any other associated administrative duties.
- b. **Special Settings, Call-Outs, Meetings with City staff and/or Municipal Court Staff and Other Services:** Judge will be paid \$150.00 per hour for any services he/she is required to perform as Municipal Judge that do not fall within (a), above. Such payment shall be a minimum of one hour for the first hour or less, with all additional time being paid on a quarter-hour basis.
- c. **Non-Jury and Jury Dockets:** The Judge will be paid \$150.00 per hour for presiding over Non-Jury and Jury Dockets and Trials. Such payment shall be a minimum of two hours, with all additional time being paid on a quarter-hour basis.

4.02 Payment Terms. It is agreed that for the term of this Agreement, the Judge shall be compensated at the rates specified in Section 4.01, above, payable on a monthly basis, upon receipt by the City of a written invoice for work performed. All payments shall be made no later than the first day of the month following the month an invoice is submitted to the City.

4.03 Independent Contractor. It is agreed between the Parties that since the Judge's position is an independent, appointed, part-time professional position, he/she is an independent contractor, not an employee of the City, and the foregoing constitutes all the benefits and other forms of compensation paid to the Judge for the services required herein.

ARTICLE V Miscellaneous

5.01 Training. The Judge must complete the minimum number of hours of instruction annually in the performance of the duties of a Municipal Court Judge as required by the laws of the State of Texas and any applicable rule or statute. The Judge shall ensure that official copies of records documenting such

training shall be kept on file with the City at all times. The Judge shall provide proof of current certification from the State Bar each October.

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5.02 Limitation on Law Practice. The Judge agrees that he/she shall not engage in the practice of law in an adversarial capacity before the City Council of the City of Leon Valley, before any of its courts, agencies, boards or commissions, or in any other court or administrative proceeding involving the City during his/her tenure in office.

5.03 Conflicts. The Judge shall refrain from any activity or employment that might place him/her in a position of conflict of interest with his/her duties for the City.

5.04 Amendments. This Agreement may not be altered, changed or amended except by instrument in writing executed by the Parties. The City may, from time to time, request changes in the scope of work and time of performance for the services of the Judge to be performed hereunder; however, to be effective, such changes, including any increase or decrease in the amount of the Judge's compensation, which are mutually agreed upon by and between the City and the Judge, shall be incorporated in written amendments to this Agreement and signed by both Parties.

5.05 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Judge. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

5.06 Severability. If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

5.07 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

JUDGE:
Lawrence G. Morales
6243 IH 10 West Suite 132
San Antonio, TX 78201

CITY:
City of Leon Valley
Attn: City Manager
6400 El Verde Road
Leon Valley, Texas 78238

5.08 Non-Waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

5.09 Sovereign Immunity. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

5.10 No Assignment. The Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

5.11 Construction of Agreement. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

5.12 Choice of Law and Venue. This Agreement is performed and performable in BEXAR County, Texas, and is subject to all applicable federal and state laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.

5.13 Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

5.14 Headings. The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

5.15 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

5.16 No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Judge and the City only.

5.17 Ambiguity. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement, this _____ day of _____, 2024.

CITY OF LEON VALLEY

Chris Riley, Mayor

ATTEST:

Saundra Passailaigue, City Secretary

JUDGE

Signature

Printed Name

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, _____, the undersigned notary public, on this day personally appeared Lawrence G. Morales, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public in and for the State of Texas
My Commission Expires: _____

