

AGREEMENT FOR MUNICIPAL COURT BAILIFF
BETWEEN ERATH COUNTY AND
CITY OF STEPHENVILLE

STATE OF TEXAS §

COUNTY OF ERATH §

This is an agreement for Municipal Court between ERATH COUNTY, TEXAS (hereinafter referred to as COUNTY) and the CITY OF STEPHENVILLE (hereinafter referred to as CITY), each acting herein by and through its duly authorized officials.

For and in consideration of the mutual benefits stated herein, the parties hereto agree to the following terms and conditions:

1. COUNTY agrees to provide Constable Precinct 1 as bailiff for Municipal Court of the City of Stephenville. The Bailiff is required to perform the following duties and responsibilities:
 - a. Provide security for the Municipal Court, Municipal Court Judge and Court employees;
 - b. Serve subpoenas, warrants, summons and other documents related to and required for the operation of the Court;
 - c. Monitor and control activities of parties, counsel and juries as necessary for Court operation and as directed by the Municipal Court Judge; and
 - d. Other duties as assigned by the Municipal Court Judge.

The obligations as Bailiff for the Municipal Court are secondary to the duties and responsibilities of Bailiff as Constable of Precinct 1.

2. The Bailiff of the municipal court shall obtain a bond in the amount of \$5,000.00 conditioned that he faithfully and impartially discharge the duties required by law. The bond shall be payable to CITY and approved by the City Council. CITY shall be responsible for the cost to obtain such bond. The Bailiff shall provide notice of the cost of obtaining the bond to CITY within 10 days of receipt of an invoice.
3. CITY agrees to pay COUNTY for the cost of performing the services specified in this agreement as follows: monthly payments of \$1,000.00, as a salary supplement for Erath County Constable Precinct 1 starting on October 15, 2019 and an additional \$100.00 per month to reimburse COUNTY for expense (fuel and use of county vehicle) related to the performance of the Bailiff position.
4. This agreement shall be for the period of October 1, 2021 through September 30, 2022.
5. To the extent allowed by law, each party to this agreement will indemnify and hold the other party harmless from and against any and all loss, damage, liability, claim or injury resulting from all action performed by that party or its agents in connection with this agreement.
6. It is expressly understood and agreed that, in the execution of this agreement, neither COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
7. Any amendments, alterations, deletions or waiver of the provisions of this agreement shall be valid when expressed in writing and agreed to by the governing bodies of both parties.

8. This agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
9. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement.

EXECUTED this ____ day of _____, 2021.

CITY OF STEPHENVILLE
298 West Washington
Stephenville, Texas 76401

Doug Svien, Mayor, City of Stephenville

ATTEST:

Staci L. King, City Secretary

APPROVED AS TO FORM:

Randy Thomas, City Attorney

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on _____, by Doug Svien, Mayor of the City of Stephenville, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

COUNTY OF ERATH
100 West Washington
Stephenville, Texas 76401

Alfonso Campos, Erath County Judge

ATTEST:

Gwinda Jones, Erath County Clerk

APPROVED:

Jason Schipper, Erath County Constable Pct. 1

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on _____ by Alfonso Campos, County Judge of Erath County.

Notary Public, State of Texas