



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 8

MEETING DATE: June 1, 2021

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Approval of a Resolution of the City Council of the City of Johnson City, Texas reappointing Thomas H. Walston as Municipal Court Judge effective May 1, 2021 for a two-year term; providing for an extension of a Professional Judicial Services Agreement between the City of Johnson City and Thomas H. Walston; providing for compensation for said judicial services in the monthly amount of Twelve Hundred Dollars and No Cents (\$1,200.00); and providing for an effective date. (Staff)

STRATEGIC WORK PLAN:

- Not Applicable
- Goal 1: Increase Housing Diversity
- Goal 2: Expand Quality Lodging
- Goal 3: Improve Code Enforcement
- Goal 4: Improve Streetscaping & Signage
- Goal 5: Improve Fire Safety
- Goal 6: Improve Streets
- Goal 7: Increase Publicity & Promotion of the Community
- Goal 8: Increase Economic Development Activities

EXECUTIVE SUMMARY:

The City Council appointed Thomas H. Walston as Municipal Court Judge effective February 13, 2021. The Professional Judicial Services Agreement continued “through the date of the end of the current mayoral term in May 2021,” at which point the Municipal Court Judge could be reappointed for a two-year term.

No amendments have been made to the previously approved Professional Judicial Services Agreement.

FINANCIAL: \$1,200.00 per month.

ATTACHMENTS:

- Proposed Resolution; and
- Existing Professional Judicial Services Agreement.

SUGGESTED ACTION:

Motion to approve a Resolution of the City Council of the City of Johnson City, Texas reappointing Thomas H. Walston as Municipal Court Judge effective May 1, 2021 for a two-year term; providing for an extension of a Professional Judicial Services Agreement between the City of Johnson City and Thomas H. Walston; providing for compensation for said judicial services in the monthly amount of Twelve Hundred Dollars and No Cents (\$1,200.00); and providing for an effective date.

PREPARED BY: City Staff

DATE SUBMITTED: 5/25/21

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS REAPPOINTING THOMAS H. WALSTON AS MUNICIPAL COURT JUDGE EFFECTIVE MAY 1, 2021 FOR A TWO-YEAR TERM; PROVIDING FOR AN EXTENSION OF A PROFESSIONAL JUDICIAL SERVICES AGREEMENT BETWEEN THE CITY OF JOHNSON CITY AND THOMAS H. WALSTON; PROVIDING FOR COMPENSATION FOR SAID JUDICIAL SERVICES IN THE MONTHLY AMOUNT OF TWELVE HUNDRED DOLLARS AND NO CENTS (\$1,200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City Council of the City of Johnson City, Texas desires to reappoint Thomas H. Walston as Municipal Court Judge of the City of Johnson City effective May 1, 2021 for a two-year term; and

WHEREAS, the City Council desires to provide an extension of an existing Professional Judicial Services Agreement (“Agreement”) between the City and Thomas H. Walston regarding the performance and duration of judicial services offered to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby reappoints Thomas H. Walston as Municipal Court Judge effective May 1, 2021.
3. The City Council hereby approves an extension of an existing Professional Judicial Services Agreement between the City of Johnson City and Thomas H. Walston, attached hereto as Exhibit A and incorporated fully herein for all intents and purposes, for a period of two-years.
4. The City Council authorizes the Mayor of the City to execute the Agreement on behalf of the City.
5. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this, the 1st day of June 2021, by a majority vote of the City Council of Johnson City, Texas.

CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Attest:

Rick Schroder
Chief Administrative Officer and City Secretary

EXHIBIT A

PROFESSIONAL JUDICIAL SERVICES AGREEMENT
between the
City of Johnson City, Texas and Thomas H. Walston

This Professional Judicial Services Agreement (“Agreement”) is made and entered into by and between the City of Johnson City, Texas, a Type A general law city (“City”) and Thomas H. Walston, (“Judge”), individually “Party”, collectively the “Parties,” as follows:

RECITALS

WHEREAS, the City Council of the City has appointed Thomas H. Walston as Municipal Court Judge of the City of Johnson City; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Municipal Court Judge for the City during the term of office described herein and upon the terms and conditions set forth herein and in accordance with State law.

NOW, THEREFORE, in exchange of the mutual covenants and other valuable consideration contained herein, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

SECTION 2. TERM OF OFFICE

A. **Term of Office.** The term of office shall commence on February 13, 2021 and shall continue through the date of the end of the current mayoral term in May 2021, unless terminated as provided herein.

B. **Renewal.** At the expiration of the term of office, and on the two-year anniversary thereafter, this Agreement shall automatically renew for a successive two-year term of office unless terminated as provided herein. The renewal term shall begin on the date the previous term of office expires, in accordance with Government Code Section 29.005, as amended, and shall coincide with the current two-year term of the Mayor of the City in effect at that time.

SECTION 3. TERMINATION

A. This Agreement may be terminated:

1. at the option of the Judge upon 30 days advance written notice to the City;
2. at the end of the current term, should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended;
3. for failure to perform the judicial services in accordance with this Agreement; or
4. on removal of the Judge from the office:
 - (i) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;

- (ii) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or
- (iii) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.

B. On termination, compensation shall be issued for services performed and reported on the invoice through the date of termination.

SECTION 4. SCOPE OF SERVICES

A. The Judge shall perform all duties, responsibilities, and obligations of the Office of the Municipal Court Judge as set forth under State and Federal law, the Texas Local Government Code, State and Federal regulations, Municipal ordinances and the Texas Code of Judicial Conduct during the term of office to which appointed.

B. The Judge shall conduct Court sessions at the location, time and days set by the City.

C. The Judge shall perform on-call magistrate duties for the City as required. These shall be limited to the issuance of arrest warrants requested by the City's Police Department and processed electronically.

D. The Judge shall coordinate and work with the Municipal Prosecutor, the Mayor, Chief Administrative Officer, and the Johnson City Chief of Police on procedures and operations of the Municipal Court.

E. The Judge shall have no supervisory role over the Municipal Court Clerk and Municipal Prosecutor except regarding judicial procedures and operations of the Court.

F. The Judge shall maintain eligibility and the appropriate licenses as may be required to serve in the capacity as Municipal Court Judge. The Judge shall maintain competency as a Municipal Court Judge by completing continuing legal and judicial education as required by State law.

G. The Judge shall update and act on cases presently outstanding in the Court's case system, i.e., over 6 months old from the effective date of this Agreement, for final order and dismissal as soon as reasonably possible.

SECTION 5. COMPENSATION; INDEPENDENT CONTRACTOR

A. The Judge shall be compensated for Municipal Court services performed, including pretrial matters, Court preparation, Court sessions, and magistrate duties at a flat fee of \$1,200.00 (Twelve Hundred Dollars) per month.

B. The Judge shall invoice the City monthly and report the Court services performed in that period. The City shall make payment to the Judge within thirty days upon receipt of the invoice.

C. The Judge shall be responsible and pay for all applicable local, State, Federal taxes, including income tax, withholding tax, and social security tax, on compensation received from the City.

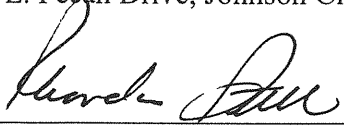
D. The Judge is an independent contractor and is not a City employee or agent of the City.

SECTION 6. MISCELLANEOUS PROVISIONS

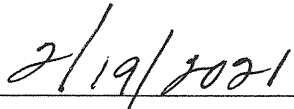
- A. **Alternate Judge.** In the event, the Judge is unable to act for any reason, the City Council shall appoint an Alternate Municipal Court Judge to act in the Judge's place until the Judge is able to assume duties.
- B. **Entire Agreement and Amendments.** This Agreement contains the entire agreement of the Parties. 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.
- C. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Blanco County, Texas. In the event of dispute, the Parties agree to mediate in good faith before filing any suit for damages. Each Party shall bear its own litigation costs.
- D. **Severability.** If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- E. **Indemnification.** City agrees to indemnify, save and hold Judge harmless from any and all claims for damages, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against Judge that result from negligent acts or omissions of City, its employees, agents or contractors.
- F. **Assignment.** Judge's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.
- G. **Notice.** All notices shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, to the addresses as indicated in this Agreement. Either Party may change such address from time to time by providing written notice to the other. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF, or facsimile transmission and shall be given the same force and effect as original signatures.
- I. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- J. **Effective Date and Term.** This Agreement shall commence on February 13, 2021 and shall continue indefinitely unless terminated as provided herein.

IN WITNESS WHEREOF, this Agreement is executed by each of the Parties on the dates indicated below:

CITY OF JOHNSON CITY, TEXAS
303 E. Pecan Drive, Johnson City, Texas 78636




Rhonda Stell, Mayor

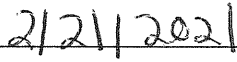


Date

Attest:

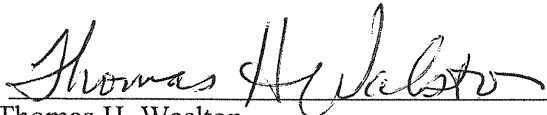


Rick Schroder, CAO/City Secretary




Date

THOMAS H. WALSTON



Thomas H. Waslton
State Bar No. 20810925
Address on file



Date