

CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 15-2022

AN ORDINANCE OF THE CITY OF SEAGOVILLE TEXAS, PROVIDING FOR THE APPOINTMENT OF SCOTT KURTH AS PRESIDING JUDGE OF THE MUNICIPAL COURT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council may, pursuant to the Charter and State law, exercise its discretion to appoint judges for the Seagoville Municipal Court; and

WHEREAS, the City Council finds that Scott Kurth is qualified under State Law to hold the position as a municipal court judge; and

WHEREAS, the Council desires to appoint Scott Kurth as Presiding Municipal Judge of the Seagoville Municipal Court, 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 a judge of a 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 SEAGOVILLE, TEXAS:

SECTION 1. The City Council hereby appoints Scott Kurth as the Presiding Judge of the City of Seagoville Municipal Court of Record No. 1.

SECTION 2. The appointment of Scott Kurth will be for a two-year term beginning June 20, 2022, and ending June 20, 2024.

SECTION 3. All provisions of the Code of Ordinances of the City of Seagoville in conflict with the provisions of this ordinance be, and at the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Should any word, phrase, paragraph, or section of this ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, the same shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. This ordinance shall take effect immediately from and after its passage and publication, as the law and charter in such cases provide with the appointment of Judge Kurth being effective as of June 20, 2022.

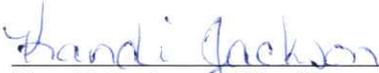
PASSED AND APPROVED this 27th day of June 2022.

CITY OF SEAGOVILLE, TEXAS



Dennis K. Childress, Mayor

ATTEST:



Kandi Jackson, City Secretary



APPROVED AS TO FORM:



Victoria W. Thomas, City Attorney
(061622vwtTM130166)

STATE OF TEXAS §
 § **AGREEMENT FOR MUNICIPAL COURT JUDGE**
COUNTY OF DALLAS §

This Municipal Judge Employment Agreement (“Agreement”) is made and entered into on the date set forth, by and between the City of Seagoville, Texas, a Texas municipal corporation (“City”) and Scott Kurth (“Kurth” or “Judge”), both of whom agree as follows:

Article I
Term

Kurth shall serve as the Municipal Judge commencing on the 20th day of June, 2022, for a two-year term ending June 20, 2024, but may be removed at any time in accordance with the provisions of this Agreement, State law and the City Charter. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Municipal Judge at any time, with or without cause, subject to the terms of this Agreement.

Article II
Scope of Services

2.1 Judge shall preside over all municipal court proceedings for and on behalf of the City as its Presiding Judge and conduct services as may be required from time-to-time, including but not limited to all magistrate duties, issuance of search arrests and/or capias warrants, and such other judicial and administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the City’s Municipal Court. Judge’s magistration duties include, but are not limited to, setting bonds, accepting pleas, and conducting arraignments. Pursuant to the City’s Interlocal Cooperation Agreement with the Town of Sunnyvale, Texas, under which the City agrees to provide prisoner magistration and arraignment services for Sunnyvale prisoners held at the City’s detention facility/jail.

2.2 Judge, under the supervision of the City Manager, shall oversee the day-to-day operations of the clerks of the City’s municipal court.

2.3 Pursuant to the City Charter, the City Council shall appoint alternate municipal judges as necessary; however, the Judge shall supervise the day-to-day activity of the alternate judges.

2.2 Judge shall maintain eligibility and the appropriate licenses as may be required under State law to serve in the capacity as the Presiding Judge of the City’s Municipal Court for the Term of this Agreement.

2.3 Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

Article III
Compensation and Method of Payment

3.1 As an independent contractor and not an employee of the City, Kurth shall not receive any City benefits which are otherwise available to City of Seagoville employees.

3.2 City shall compensate Judge in the amount of Two Thousand, Five Hundred and No/100 (\$2,500.00) dollars per month, which shall be paid monthly for services provided under this Agreement.

Article IV
Hours of Work

Judge acknowledges that the proper performance of the duties of municipal judge and magistrate of the City will require him to generally observe normal business hours. However, it is recognized that the Judge may be required to devote time outside of normal office hours on business for the City and, to that end, Judge shall be allowed to establish an appropriate work schedule. Judge agrees to devote such additional time, outside of normal office hours, as is necessary for the full and proper performance of the judge and magistrate duties and that the compensation herein provided includes compensation for performance of such services.

Article V
Miscellaneous

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

5.2 Effective Date. This Agreement shall become effective on June 20, 2022.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

5.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 Notice. Any notice required or permitted to be delivered hereunder may be sent by certified U.S. mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed delivered and received three (3) days after being placed in the U.S. mail with sufficient postage pre-paid or upon the date of delivery by courier as evidenced by signed delivery receipt:

If intended for City:
Attn: City Manager
City of Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

With Copy to:
Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Judge:
Scott E. Kurth
606 Cedar Ridge
Ovilla, Texas 75156

5.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

5.10 Independent Contractor. All services to be performed by Kurth pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Kurth shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement. The City agrees during the term of this Agreement, at its cost, to obtain and maintain public official liability insurance coverage covering the acts and omissions by Kurth in the scope of his duties and responsibilities as Presiding Municipal Court Judge.

EXECUTED this 15 day of June, 2022.

By: 
Scott Kurth, Judge

EXECUTED this 11th day of June, 2022.

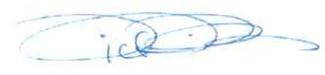
City of Seagoville, Texas

By:


Patrick Stallings, City Manager

Approved as to form:

By:


Victoria W. Thomas, City Attorney