Antonio Araujo
Mayor

Leticia Miranda
Alderperson Place 1

David Cantu
Alderperson Place 2

Miguel Najera Jr.
Alderperson Place 3

Maria Covernali
Alderperson Place 4

George Almanzar
Alderperson Place 5

RESOLUTION NO. 1812R.02

A RESOLUTION BY THE CITY OF SAN ELIZARIO APPROVING AND AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND MUNICIPAL COURT JUDGE MARIO A. GONZALEZ

RECITALS

WHEREAS, the City Council of the City of San Elizario ("City") has established a municipal court and has appointed Mario A. Gonzalez to serve as Municipal Court Judge for the two year term effective May 2018; and

WHEREAS, an agreement for the court services to be performed and compensation for those services is proper for the operation of the municipal court and for the good government of the City pursuant to Texas Local Government Code Section 51.001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of San Elizario, Texas, that:

1. The foregoing Recitals are hereby adopted as facts and are incorporated fully herein.

2. The City Council of the City of San Elizario hereby approves, authorizes and directs the Mayor to execute on behalf of the City, the "Professional Services Agreement between the City of San Elizario and Mario A. Gonzalez, Municipal Court Judge", attached hereto as *Attachment A* and incorporated fully herein.

3. This Resolution shall be effective immediately upon passage.

PASSED AND APPROVED this, the 12 day of June, 2018, by a vote of 5 *(ayes)* to 0 *(nays)* to 0 *(abstentions)* of the City Council of San Elizario, Texas.

CITY OF SAN ELIZARIO, TEXAS

Antonio Araujo, Mayor

ATTEST:

Nancy Montes, City Clerk

Attachment A

PROFESSIONAL SERVICES AGREEMENT
between the
City of San Elizario and Mario A. Gonzalez, Municipal Court Judge

THIS AGREEMENT is made and entered into between the City of San Elizario, Texas, a Type A general law city ("City") and Mario A. Gonzalez ("Judge"), individually "Party", collectively the "Parties," as follows:

RECITALS

WHEREAS, the City has appointed Mario A. Gonzalez as Municipal Court Judge of the City of San Elizario; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Municipal Court Judge for the City upon the terms and conditions set forth below and in accordance with state law.

NOW, THEREFORE, in consideration of the mutual covenants 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

A. Initial Term. The initial term under this Agreement shall commence and be effective on May 2, 2018, the "Effective Date", and shall continue through May 1, 2020, unless terminated as provided herein.

B. Renewal. At the expiration of the initial term, and on the anniversary thereafter of the renewal term, as described herein, this Agreement shall automatically renew annually for a successive two-year term of office, the dates which are to coincide with the term of the current mayor of the City. This "renewal term" shall begin on the date the previous term of office expired, in accordance with Government Code Section 29.005, as amended.

SECTION 3. TERMINATION

This Agreement may be terminated:
(a) at the option of either Party upon 30 days advance written notice to the other Party;
(b) at the end of the term should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended; or
(c) 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; or

(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.

SECTION 4. DUTIES

A. The Judge shall perform all duties and responsibilities of the Office of the Municipal Court Judge including, but not limited to, those contained under state and federal law, the Texas Local Government Code, state and federal regulations, municipal ordinances and the Texas Code of Judicial Conduct.

B. The Judge shall be on call to perform such obligations 24 hours per day, seven (7) days per week.

C. The Judge shall conduct court sessions twice a month at the location, time and days set by the City Administrator.

D. The Judge shall perform on-call magistrate duties as required.

E. 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.

F. The Judge shall coordinate and work with the City Attorney, the City Administrator and the City Marshal on procedures and operations of the municipal court.

SECTION 5. COMPENSATION

A. The Judge shall be compensated a flat rate of $500 per month for services performed.

B. The Judge shall invoice the City monthly and report the hours billed and the work conducted in those hours. City shall make payment to the Judge within thirty days upon receipt of the invoice.

C. The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax, and social security tax.

D. The Judge is an independent contractor and is not a City employee for purposes of City employee benefits.

SECTION 6. MISCELLANEOUS

A. This Agreement may be modified or amended in writing signed by both Parties.

B. This Agreement shall be governed by the laws of the State of Texas. Venue is proper in El Paso County, Texas.

C. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.

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.

SECTION 7. NOTICE

Any notice and / or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

For CITY:
Mayor
City of San Elizario
P.O. Box 1723
San Elizario, Texas 79849

For JUDGE:
Mario A. Gonzalez
Municipal Court Judge
1523 Montana Ave., Suite 100
El Paso, Texas 79902

SECTION 8. 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.

IN WITNESS WHEREOF, this Agreement is **AGREED TO AND ACCEPTED** and executed by the Parties on the dates indicated below.

CITY OF SAN ELIZARIO, TEXAS

Antonio Araujo, Mayor — Date 6/12/18

MUNICIPAL COURT JUDGE

Mario A. Gonzalez
City of San Elizario Municipal Court Judge — Date 7/11/18