

STATE OF TEXAS
COUNTY OF SEGUIN

AGREEMENT BETWEEN THE CITY OF SEGUIN, TEXAS
AND
KEVIN KOLB

This agreement is effective the 1st day of October, 2014, between the City of Seguin, Texas, acting through its duly elected City Council (City) and Kevin Kolb (Judge) as follows:

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City through **The City Charter** and the laws of the State of Texas, the City Council of the City of Seguin has appointed Kevin Kolb to serve as the presiding judge of the Seguin Municipal Court of Record; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. TERM

- 1.1 The term of this Agreement shall be for two years, from October 1, 2014, through September 30, 2016, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to engage Judge for the express purpose of serving the City of Seguin, Texas, as the City's Presiding Municipal Court Judge.
- 2.2 The Judge shall perform all functions of the Municipal Court Judge of the City of Seguin, Texas, as set forth in the current or revised **Charter of the City of Seguin** as required by **The Code of the City of Seguin, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 Unless otherwise designated, the City of Seguin's Municipal Court shall be held at the Municipal Court Building, 660 South Highway 46, Seguin,

Texas, up to twelve hours per week, plus one Jury trial day per month. However, the City reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.

- 2.4 The City shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.5 The Judge agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.6 Pursuant to the **Seguin Code of Ordinances**, the Judge shall not give orders to the Municipal Court Clerk or to any subordinates of the City Manager.
- 2.7 Pursuant to **The City Code of Ordinances**, the Judge shall deal with the administrative services of Municipal Court solely through the Municipal Court Clerk, the Director of Finance, or the City Manager.
- 2.8 In the event the Judge is unable to act for any reason, the City shall appoint the Alternate Municipal Court Judge to act in the Judge's place.
- 2.9 The Judge shall meet with the City Attorney, Court Clerk, and the Chief of Police, or such officials' respective designees, at least once every 90 days to discuss procedures within the Municipal Court.

3. SALARY AND BENEFITS

- 3.1 The Judge shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay the Judge a flat rate of forty five thousand seven hundred ninety seven and no/100 dollars (\$46,713.00), plus any cost of living adjustment given to city employees as established in the current fiscal year budget. The City agrees to pay Judge Kolb on the 10th day of each month. For the second year of this contract the amount of salary shall also be increased by the same cost of living increase given to all other employees.
- 3.3 The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax and social security tax.
- 3.4. The City agrees to pay travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training, up to a maximum of two (2) days annually (or three days, if TMCEC plans to increase course

hours are adopted). The Judge is required to attend the TMCEC judges training each year during the term of this contract.

4. TERMINATION

- 4.1 The Judge shall serve at the pleasure of the City. The City may terminate the Judge at any time without cause, and without notice.
- 4.2 The Judge may terminate this Agreement at any time, with or without notice.
- 4.3 The Judge shall waive all claims for compensation if not claimed within thirty (30) days for the date of the termination of this Agreement.

5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held violative of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of Seguin, Guadalupe County, Texas.

IN WITNESS WHEREOF, the City Council of the City of Seguin, by and through the City Manager, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of Seguin.

Kevin Kolb

[SIGNATURES FOLLOW ON PAGE 4]

CITY OF SEGUIN, TEXAS

BY: _____
Douglas G. Faseler, *City Manager*

ATTEST: _____
Thalia Stautzenberger, *City Secretary*

APPROVED AS TO FORM:

Andrew Quittner, *City Attorney*