

STATE OF TEXAS

CITY OF SEGUIN

GUADALUPE COUNTY

AGREEMENT BETWEEN THE CITY OF SEGUIN, TEXAS

AND

ROBERT BARFIELD

This agreement is effective the _____ day of _____, 2023, between the City of Seguin Texas, acting through it's duly elected City Council (City) and Robert Barfield (Associate 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 Robert Barfield to serve as the Associate 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. The term of this Agreement shall be (date) April 15, 2026, through April 15, 2028, 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 the Robert Barfield for the express purpose of serving the City of Seguin, Texas, as the City's Associate Municipal Court Judge.
- 2.2 The Associate Judge shall perform all functions of a 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 Court shall be held at the Municipal Court Building, 660 S. State Hwy 46, Seguin, TX. 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, within the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.5 The Associate Judge agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.6 Pursuant to the **City of Seguin Code of Ordinances**, the Associate Judge shall not give orders to the Municipal Court Clerk or to any subordinates of the City Manager.
- 2.7 **Pursuant to the City of Seguin Code of Ordinances**, the Associate Judge shall deal with the administrative serves of Municipal Court solely through the Municipal Court Clerk, the Director of Finance, or the City Manager.
- 2.8 In the event of the Associate Judge is unable to act for any reason, the City may appoint an additional Associate Municipal Court Judge to act in the Associate Judge's place.

3. SALARY AND BENEFITS

- 3.1 The Associate Judge shall be deemed as an independent contractor of the City.
- 3.2 The City agrees to pay the Judge a flat rate of One Thousand Dollars (\$1,000.00 USD) per docket as established in the current fiscal year budget. The City agrees to pay the Associate Judge by the 10th of each month following a month in which work was performed.
- 3.3 The Associate Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax and social security tax.

4. TERMINATION

- 4.1 The Associate Judge shall serve at the pleasure of the City. The City may terminate the Associate Judge at any time, without cause, and without notice.
- 4.2 The Associate Judge may terminate the Agreement at any time, with or without notice.
- 4.3 In the event Termination under this Article 4 occurs prior to the expiration of the Associate Judge's term of appointment, the appointment shall also be deemed terminated.
- 4.4 The Associate 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 provision destroys 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 the 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, Robert Barfield and 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, this the _____ day of April, 2026.

ASSOCIATE JUDGE

Robert Barfield

CITY OF SEGUIN, TEXAS

BY:

Steve Parker, *City Manager*

ATTEST:

Kristin Mueller, *City Secretary*

APPROVED AS TO FORM:

Mark Kennedy, *City Attorney*