



City of Saginaw

City of Saginaw

Meeting Date: 1/16/2018

Staff Contact: Dolph Johnson

Asst. City Manager/Finance Director

Agenda Item: 7
(CC-0118-06)

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SUBJECT: Consideration and action regarding Ordinance No. 2018-01, Appointment of Municipal Court Judge and Associate Judges; and Approval of Municipal Judge Agreement

BACKGROUND/DISCUSSION

In January 2012, a Municipal Court of Record was established by the City Council and Attorney Lorraine Irby was appointed Judge. The terms of appointment are two years and she was reappointed in 2014 and 2016. Associate Judges Wendy Cooper and Stewart Bass were also appointed in conjunction with the Judge's appointment. Their terms of office expire January 31, 2018. The Municipal Judge Agreement also expires on that date. Ordinance No, 2018-01 appoints the Judge and Associate Judges for another two year term. The proposed Municipal Judge Agreement is the same as the current agreement with the only change being the dates.

FINANCIAL IMPACT:

The financial impact is the continuation of the compensation for the Judge's services.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2018-01, appointment of Lorraine Irby as Municipal Court Judge, and Wendy Cooper and Stewart Bass as Associate Judges for two year terms beginning February 1, 2018; and approval of the Municipal Judge Agreement.

Attachments

Proposed Ordinance

Proposed Agreement

ORDINANCE NO. 2018-01

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS APPOINTING THE JUDGE AND ASSOCIATE JUDGES OF THE MUNICIPAL COURT OF RECORD IN THE CITY OF SAGINAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to article XI, section 5 of the Texas Constitution and chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance; and

WHEREAS, the workload of the Saginaw Municipal Court is not large enough to support a full time Municipal Court Judge; and

WHEREAS, it is of great benefit to the City of Saginaw to have an experienced municipal court judge sit on the bench of the municipal court of the City of Saginaw; and

WHEREAS, Section 574.001, Texas Government Code requires that a finding be made to the effect that a person who serves as an officer in more than one appointed position obtain a finding from the governing body that such officer has satisfied Article XVI, Section 40, of the Texas Constitution; and

WHEREAS, there is no conflict between the office of municipal judge of the City of Saginaw and the office of municipal court judge in any other municipality in the State of Texas; and

WHEREAS, the City Council desires to appoint Lorraine Irby as municipal judge and Wendy Cooper and Stewart Bass as associate judges for the Municipal Court of Record in the City of Saginaw.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS:

SECTION 1.

It is hereby found that the office of municipal court judge of the City of Saginaw is of benefit to the State of Texas and to the City of Saginaw and that there is no conflict between the office of municipal judge of Saginaw and the office of municipal judge in any other city.

SECTION 2.

Lorraine Irby is hereby appointed as the Municipal Judge of the municipal court of record in the City of Saginaw, Texas for a two year term beginning February 1, 2018. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Irby shall continue to serve until her successor shall be duly qualified.

SECTION 3.

Wendy Cooper and Stewart Bass are hereby appointed as the associate judges to serve when the Municipal Judge is temporarily absent or unable to serve.

SECTION 4.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Saginaw, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6.

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED on this 16th day of January 2018 at a regular meeting of the City Council of the City of Saginaw, Texas.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM:

Bryn Meredith, City Attorney

MUNICIPAL JUDGE AGREEMENT

This Agreement is made by and between the City of Saginaw, Texas (“City”) and Lorraine Irby (“Irby”), for the purpose of documenting the terms and conditions under which Irby will serve as municipal court judge for the City. It shall be performed in and is enforceable in Tarrant County, Texas.

Recitations:

1. Irby desires to contract with the City to serve as municipal court judge.
2. City desires to contract with Irby as an independent contractor to provide services as a municipal court judge.

Agreements:

1. Irby, while serving as municipal judge, has all the powers and shall discharge all the duties of a municipal judge, and shall serve at the pleasure of the City Council. Irby is expected To work the hours necessary to fulfill the obligations of the municipal judge in order to operate the *Municipal Court of Record of the City of Saginaw* in an efficient manner. The essential functions of the municipal judge include, but are not limited to:

- a. presiding over trials and other court proceedings (including bench and jury trials);
- b. accepting pleas;
- c. processing appeals;
- d. supervising the maintenance of official records of proceedings and the court;
- e. conducting arraignments and performing the duties of magistrate under State law;
- f. signing of warrants and issuance of subpoenas;
- g. administering juvenile warnings; and
- h. other functions established in the City’s job description for the municipal judge.

2. City agrees to pay Irby \$43,200 per year for such services, payable in monthly installments on the first day of each month following a month of service, and annual Judicial Training expenses not to exceed \$300.

3. Irby agrees that she is an independent contractor and is not entitled to any City

benefits, such as health insurance, vacation, or retirements.

4. The term of this agreement shall be effective on the date of mutual execution hereof and shall terminate on the two year anniversary of Irby's appointment by the City Council, which is January 31, 2020, unless sooner terminated by either party.

5. This agreement may be terminated by either party without cause upon fifteen (15) days written notice to the other party, and in the case of termination by the City upon compliance with Section 6.08(1) of the City Charter. Upon termination, neither party shall have any further obligation to the other under such agreement or for the termination thereof. It shall terminate immediately should Irby become permanent disabled or disqualified from performing such services.

6. This agreement is made contingent upon appropriations for the funding hereof.

7. This agreement supersedes all other agreements, whether oral or written, between the parties with respect to the engagement of the municipal judge.

8. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

CITY OF SAGINAW

_____ By: _____
Lorraine Irby Todd Flippo, Mayor

Dated: _____ ATTEST:

Janice England, City Secretary

Dated: _____