

RESOLUTION NO. 260421-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEONARD, FANNIN COUNTY, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ALTERNATE OR TEMPORARY MUNICIPAL JUDGE SERVICES; PROVIDING FOR AN OPEN MEETING AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Leonard, Texas (the "City Council") has established a Municipal Court of Record pursuant to state law and the City's Code of Ordinances; and

WHEREAS, the Code of Ordinances and applicable provisions of the Texas Government Code authorize the City Council to appoint an alternate or temporary municipal judge for limited terms when necessary; and

WHEREAS, the City Council finds it necessary and in the best interest of the City to appoint an Alternate or Temporary Municipal Judge to serve during a temporary absence of the Presiding Municipal Court Judge; and

WHEREAS, the City Council desires to approve a Professional Services Agreement with Mark Ledbetter, a licensed attorney qualified to serve as an Alternate or Temporary Municipal Court Judge, for a term not to exceed ninety (90) days; and

WHEREAS, the proposed Professional Services Agreement provides for a term beginning May 20, 2026, and ending August 17, 2026, unless earlier terminated or otherwise extended by action of the City Council in accordance with law; and

WHEREAS, the City Council finds that the agreement is in the best interest of the City and that approval of the agreement complies with all applicable laws and ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS:

SECTION 1. The findings and recitals set forth above are hereby found to be true and correct and are incorporated into this Resolution for all purposes.

SECTION 2. The City Council hereby approves the Professional Services Agreement for Alternate or Temporary Municipal Judge services between the City of Leonard, Texas, and Mark Ledbetter, attached hereto as Exhibit "A", for a ninety (90) day term beginning May 20, 2026, and ending August 17, 2026.

SECTION 3. The Mayor is hereby authorized to execute the Professional Services Agreement on behalf of the City, and the City Secretary is authorized to attest to the execution thereof and take all actions necessary to give effect to this Resolution.

SECTION 4. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Leonard, Texas, on this 21st day of April, 2026.

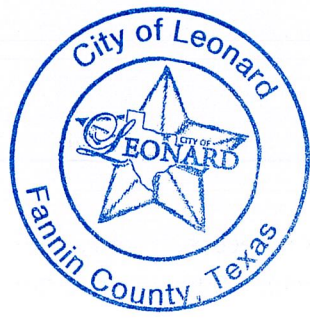
CITY OF LEONARD, TEXAS

Michael Lee

Mayor

ATTEST:

Christina
City Secretary





STATE OF TEXAS
COUNTY OF FANNIN
CITY OF LEONARD

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PROFESSIONAL SERVICES AGREEMENT
MUNICIPAL COURT ALTERNATE JUDGE

THIS AGREEMENT is made and entered into by and between the City of Leonard, Texas (City) and Mark Ledbetter (Judge), both of whom understand as follows:

1. The City, acting by and through its City Council, in the exercise of its discretion pursuant to the Ordinances of the City and the laws of the State of Texas, hereby appoints Mark Ledbetter as the City's Municipal Alternate Judge of the Municipal Court of the City of Leonard, Texas (the "Court") and agrees to compensate the Judge for his services as hereinafter set forth.
2. The Judge agrees to perform the services of Presiding Judge of the City of Leonard Municipal Court and to maintain eligibility and the appropriate certifications as may be required by law to serve in such capacity for the completion of a term of ninety (90) days commencing at 12:01 a.m. on the 20th day of May, 2026 appointment, which shall conclude at midnight on the 17th day of August, 2026, and may be renewed for additional 90-day terms at the Council's discretion. The City or Judge may terminate this contract for convenience and at will upon thirty (30) days' written notice to the other party. Upon termination, the Judge shall be paid compensation for the month that he has presided over the open court session.
3. Compensation shall be at a rate of Five Hundred Dollars (\$500.00) per month for services which would include presiding over municipal court proceedings for and on behalf of the Leonard Municipal Court as its Presiding Judge, to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search arrest and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the Municipal Court of the City of Leonard. An additional fee of \$300.00 will be paid for any jury trials. The compensation provided herein shall not be based on fines, convictions, fees, or costs collected by the Court.
4. The Judge is not and shall not be deemed an employee of the City for any purpose and shall serve solely as an independent contractor. Neither party may assign this agreement or any rights, interests, or obligations under this agreement without the prior written approval of the other party.

5. The Judge further acknowledges and shall not undertake to exercise his discretion as Presiding Judge from improper influences and shall, as he deems appropriate, under his independent judgement as the Presiding Judge of the Municipal Court of the City of Leonard.
6. The 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.
7. The Judge is not precluded from performing such legal services in maintaining a private practice of law, and nothing construed herein shall preclude him from maintaining a private legal practice.
8. The Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client in a legal matter against the City.
9. The Parties to this agreement hereby acknowledge that the Judge can be removed for cause in accordance with State Law as provided for in such cases.
10. The City agrees, with regard to the services provided herein, to indemnify and hold harmless Judge for any act, claim, or liability for negligence, gross negligence, acting on behalf of the City, and shall maintain adequate insurance or liability coverage to effectuate this provision.
11. The City or Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, the judge shall be paid compensation for the month that he has presided over the open court session.
12. The effective date of this Agreement shall be April 21, 2026, or the date that both parties have signed the Agreement within the 2026 fiscal year, whichever is later, and this Agreement shall expire at midnight on August 17, 2026.
If, for the following fiscal year, the City of Leonard Council does not authorize funds in the amounts sufficient to pay or perform its obligations under this Agreement, the City shall endeavor to provide thirty (30) days' notice. If funds are not authorized, this Agreement shall be null and void.
13. Both the Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.
14. This Agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement, as so constituted, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other previous statements, communications, or agreements, whether

oral or written. No modifications, alterations, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

Any notice required under this Agreement shall be delivered by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

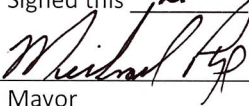
To the City: City Administrator
City of Leonard
P.O. Box 1270
Leonard, Texas 75452

To the Contractor: Municipal Court Judge
Mark Ledbetter
P.O. Box 2305
Glen Rose, Texas
76043

15. The validity of this Agreement and its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action arising under or concerning this Agreement shall be in Fannin County, Texas.
16. In the event that one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

EXECUTED in multiple originals, this the 21st day of April, 2026.

CITY OF LEONARD

Signed this 21st day of April, 2026


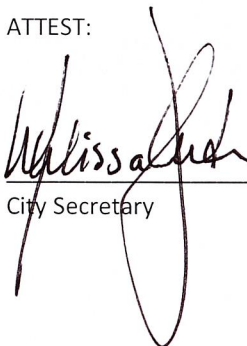
Mayor

MUNICIPAL COURT JUDGE

Signed this _____ day of _____, _____

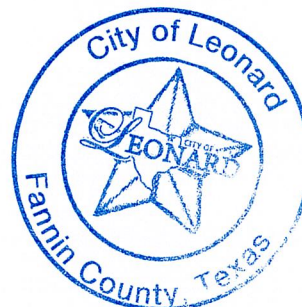
Honorable Judge

ATTEST:



City Secretary

(City Seal)



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Any notice required under this Agreement shall be delivered by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

To the City: City Administrator
City of Leonard
P.O. Box 1270
Leonard, Texas 75452

To the Contractor: Municipal Court Judge
Mark Ledbetter
P.O. Box 354
Sherman, Texas 75091

15. The validity of this Agreement and its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action arising under or concerning this Agreement shall be in Fannin County, Texas.
16. In the event that one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

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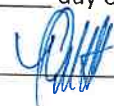
CITY OF LEONARD

MUNICIPAL COURT JUDGE

Signed this _____ day of _____,

Signed this 17th day of APRIL, 2024

Mayor



Honorable Judge

ATTEST:

(City Seal)

City Secretary