

**VILLAGE OF VOLENTE, TEXAS
MUNICIPAL COURT JUDGE POSITION
REQUEST FOR STATEMENTS OF QUALIFICATIONS**

The Village of Volente, Texas (the “Village”) has issued this Requests for Qualifications (“RFQ”) because it is seeking Statements of Qualifications (“Statements”) for Municipal Court Judge services. Qualified applicants are invited to submit Statements for the provision of these services. To be considered, Statements must address each of the requests for information included in this RFQ. All Judges and Attorneys are invited to submit Statements for the provision of these services.

I. Background Information

The Village is located in Travis County and has a population of about 600 residents. The Village is a Type B General Law municipality with a Mayor and five (5) Aldermen elected at large.

II. Scope of Service

The Municipal Court Judge presides over the Municipal Court of the Village and handles all violations of Village ordinances, pretrial conferences, bench trials, jury trials, and other matters within the jurisdiction of a municipal court in the State of Texas. Currently, court is held as needed. The court remains in session until all court business has been concluded.

The Municipal Judge is a public official who serves for a two-year term that coincides with the mayor’s term, which may be renewed. The Municipal Judge’s position is that of an independent contractor. A sample contract to be entered into with the Village is attached hereto as *Attachment A*.

III. Submission Requirements

A. Content of Statements of Qualifications

Statements of Qualifications shall contain the following contents and information:

1. Cover letter.
2. Resume.
3. Release allowing the Village to access all State Bar of Texas disciplinary investigations and actions, attached hereto as *Attachment B*.
4. Form CIQ, attached hereto as *Attachment C*, as may be required pursuant to Chapter 176 of the Texas Local Government Code.
5. Form 1295, attached hereto as *Attachment D*, as may be required pursuant to section 2252.908 of the Texas Government Code.
6. Proposed Fee Schedule. Applicants should include proposed fees for each court session, jury trial, magistration fee(s), and any other fee information.
7. State of Texas Bar Number, if applicable.

8. Type of legal services currently providing (e.g. criminal, family, commercial, etc.). Include the percentage of practice dedicated to each area of law described.
9. Legal experience, including any trial experience.
10. Any judicial experience, including position and date.
11. Any certifications of specialty or other experience pertinent to the position sought.
12. A list of continuing legal education courses completed in the last three (3) years.
13. A minimum of three (3) professional references, with addresses, emails, and phone numbers.
14. If applicable, a list of Court(s) where employed and a contact name and number of a person associated with the Court's operations.
15. A descriptive list of any litigation, malpractice claims, disciplinary or criminal complaints filed against you within the last five (5) years as well as the current status of same.
16. A descriptive list of any litigation in the past five (5) years in which you have been involved as a party or attorney, and in which the Village, its employees, or third parties were either named as a party or a witness in such litigation, including a brief summary of the matter.
17. If you are related to any officer or employees of the Village, please identify the person(s) and the type of relationship.
18. Other factors or special considerations you feel would influence the selection.

B. Submission Procedures

All Statements of Qualifications must be received by 2:00 pm, on Monday, May 5, 2025.

Please submit one (1) original copy of your sealed Statement of Qualifications. Statements of Qualifications may be submitted in person to the Village Secretary or by mail by the deadline. Statements of Qualifications shall be submitted in a sealed envelope, clearly marked on the outside of the envelope, "Municipal Court Judge" and addressed to:

Village of Volente
Attn: Village Secretary
16201 Dodd Street, Ste. 100
Volente, Tx 78641

IV. Evaluation and Selection

A. Required Qualifications

All Applicants must meet the following qualifications for their Statement of Qualifications to be considered:

1. Must be at least twenty-five (25) years of age;
2. Must be a resident of the State of Texas;
3. Must be a citizen of the United States;
4. Must be a licensed attorneys admitted to practice in the State of Texas;
5. Must have at least five (5) years' experience practicing law in the State of Texas;
6. Must be a member in good standing with the State Bar of Texas with all dues current;
7. Must have at least five (5) years' of experience as a judge or associate judge in the State of Texas; and
8. Must be bondable.

B. Selection Procedures

The Village will interview all qualified applicants based on experience and education. The Village is an equal employment employer and shall not discriminate against any person based on race, religion, sex, or age.

The selection of the Municipal Court Judge will be made by the City Council. It is expected that the City Council will either interview all applicants or select a shortlist of one or more applicants for interview. The Village reserves the right to reject any and all Statements of Qualifications and waive informalities in the Statements received.

ATTACHMENT A
SAMPLE CONTRACT

Village of Volente, Texas
Contract for Professional Judicial Services (Municipal Court Judge)

This Contract for Professional Judicial Services (“Agreement”) is made and entered into this ___ day of _____, 2025, by and between the Village of Volente, Texas (the “Village”), a Texas general law Type B municipality, and _____ (the “Judge”). The Village and the Judge may hereafter be individually referred to as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the Village desires to engage the services of the Judge as an independent contractor in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Judge desires to render services as the Judge of Village of Volente Municipal Court, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
Appointment and Term

1.01 Appointment. On _____, 2025, the City Council of the Village (“City Council”), appointed _____ to hold the public office of the Municipal Court Judge of the Village of Volente, with the duties as further described herein.

1.02 Term. The Judge shall serve for a two-year term that coincides with the mayor’s term of office commencing on _____, 2025 and ending on Tuesday, November 3, 2026.

1.03 Reappointment. The Village shall have the option to re-appoint the Judge following the expiration of each two-year term in office. In accordance with Section 29.005 of the Texas Government Code, if the Judge is not reappointed by the 91st day following the expiration of a term of office, absent action by the City Council, the Judge shall continue to serve for another two-year term of office beginning on the date the previous term of office expired.

1.04 Termination. The Village may terminate this Agreement and remove the Judge at any time, but only in accordance with Section 22.077 of the Texas Government Code. The Judge may terminate this Agreement at any time for any reason or for no reason by giving the Village at least thirty (30) days’ prior written notice of the termination date.

ARTICLE II

Scope of Services

2.01 In General. The Judge agrees to preside over the municipal court dockets, which shall include, but not be limited to, plea or arraignment dockets, non-jury dockets, jury dockets, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the Village. As an appointed official, the Judge agrees to perform the services required by the position of the Municipal Court Judge and is not limited to a preset number of hours per week or month to perform such services.

2.02 Docket Schedule. The Judge shall establish the times and days for the court dockets and retains authority to change the same from time to time. The Judge shall perform the services required herein at the dockets so established and to which he may be scheduled. If the Judge is unavailable to complete these services, it shall be the duty of the Judge to seek an alternative time or method of fulfilling these duties, including through any other judge with jurisdiction to perform these duties on behalf of the Village.

2.03 Magistrate/Arraignment/Warrant Duties. The Judge shall perform magistrate, arraignment, and warrant duties related to individuals held in any Village holding facility and as otherwise required. Such duties shall be performed on an as-needed basis but in all cases these duties shall be completed as described below. The Village shall contact the Judge scheduled for magistrate/arraignment/warrant duties between 8:00 am and 6:00 pm and advise the scheduled Judge of the need for such services. Should the services outlined in this section be required the Judge shall complete such services in a timely manner, within the constraints required by the law. If the Judge is unavailable to complete these services, it shall be the duty of the Judge to seek an alternative time or method of fulfilling these duties, including through any other judge with jurisdiction to perform these duties on behalf of the Village.

2.04 Administration. The Judge shall act as Judge, administering the court's operation. The Judge shall consult with Village employees concerning the court operation, and arrange for special court settings as necessitated by circumstances. Such special court settings shall only be for dire and unforeseen circumstances and only when a set docket date cannot otherwise be utilized and/or such duties cannot be performed.

2.05 Efficiency of Court. The Judge shall consult and cooperate with the Mayor (or his designee), the Village prosecutor(s), and municipal court clerks as to operational methods and procedures of the Municipal Court, and on efforts to improve the operations of the Municipal Court, all with the goal of promoting speedy and efficient justice within the Municipal Court of the Village of Volente.

2.06 No Supervisory Capacity. The Judge acknowledges that the clerks of the Municipal Court are supervised by the Mayor as Village administrative employees, and that the Village Prosecutor is supervised by the Mayor and/or Village Attorney. The Judge does not serve in a supervisory role as to any of these or other employees of the Village except with regard to judicial procedures of the court. However, he/she shall consult with the Mayor or his designee concerning needed improvements or problems that come to his/her attention through his service as Judge of the Municipal Court of the Village of Volente.

2.07 Independent Contractor. It is agreed between the Parties that since the Judge's position is an independent, appointed, part-time professional position, he/she is an independent contractor, not an officer, agent, or employee of the Village. The Judge shall supervise the performance of his services and shall be entitled to control the manner and means by which his services are to be performed, subject to the terms of this Agreement.

2.08 Eligibility and Licensure. The Judge shall maintain eligibility and the appropriate licenses as may be required under State law to serve in the capacity as the Judge of the Village's Municipal Court.

2.09 Judicial Conduct. 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 and professional demeanor at all times in representing the Village.

ARTICLE III Compensation

3.01 Compensation. The Village will be obligated to compensate the Judge for only those services actually performed. The following details the compensation that will be made by the Village to the Judge for services to be rendered:

a. Full-Day Docket. The Judge will be paid \$____ for any full-day docket. A "full-day docket" shall be defined as any court day where the Judge's duties require the Judge to be in attendance at court for more than 4 hours in a given day, and shall not include any meal breaks.

b. Half-Day Docket. The Judge will be paid \$___ for any half-day docket. A "half-day docket" shall be defined as any court day where the Judge's duties require the Judge to be in attendance at court for fewer than 4 hours in a given day, and shall not include any meal breaks

c. Magistrate Duties. The Judge will be paid \$___ per "occurrence" of magistrate required duties. An "occurrence" shall be defined for the purposes of this section as each visit to the holding facility whether for one or more individuals or warrants.

d. Special Settings, Call-Outs and Other Services. The Judge will be paid \$___ per hour for any services he is required to perform as Judge that do not fall within (a), (b) or (c), above. Such payment shall be a minimum of one hour for the first hour or less, with all additional time being paid on a quarter-hour basis.

3.02 Payment Terms. It is agreed that for the term of this Agreement, the Judge shall be compensated at the rates specified in Section 3.01, above, payable on a monthly basis, upon receipt by the Village of a written invoice for work performed. All payments shall be made no later than the first day of the month following the month an invoice is submitted to the Village .

3.03 No Employee Benefits. As an independent contractor, the Judge shall not be eligible for any benefits allowed for full-time or part-time Village employees, including but not limited to, Paid Time Off, Vacation, Comp Time, Paid Holidays, Insurance, and Retirement.

3.04 Equipment. The Judge shall be responsible for obtaining and maintaining all necessary cellphones (with data), laptops, computers, ipads and tablets, and other equipment (the "Equipment") to perform his or her duties as Municipal Court Judge. The Judge shall be responsible for paying all such costs and bills associated with the use and maintenance of such Equipment.

ARTICLE IV Miscellaneous

4.01 Annual Evaluation. The Mayor shall review and evaluate the Judge's job performance at least once annually with the first review being in _____, 2026, and subsequent annual reviews to occur during the same month of each year thereafter unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and the format developed by the Mayor. The City Council shall provide the Judge a reasonable and adequate opportunity to discuss with the City Council and/or respond to the Judge's evaluation.

4.02 Training. The Judge must complete the minimum number of hours of instruction annually in the performance of the duties of a Municipal Court Judge as required by the laws of the State of Texas and any applicable rule or statute. The Village will pay the reasonable cost of such required training, to include required books and materials, upon receipt by the Village of the Judge's written submission of a request for such purchases, subject to the availability of funds that have been budgeted by the Village for such purpose. The Judge shall ensure that official copies of records documenting such training are kept on file with the Village at all times. The Judge shall provide proof of current certification from the State Bar each October.

4.03 Limitation on Law Practice. The Judge agrees that he/she shall not engage in the practice of law in an adversarial capacity before the City Council of the Village, before any of its courts, agencies, boards or commissions, or in any other court or administrative proceeding involving the Village during his/her tenure in office. Except as provided herein, the Judge is not precluded from performing legal services in his private practice of law.

4.04 Conflicts. The Judge shall refrain from any activity or employment that might place him/her in a position of conflict of interest with regard to his/her duties for the Village.

4.05 Amendments. This Agreement may not be altered, changed or amended except by instrument in writing executed by both of the Parties. The Village may, from time to time, request changes in the scope of work and time of performance for the services of the Judge to be performed hereunder; however, to be effective, such changes, including any increase or decrease in the amount of the Judge's compensation, which are mutually agreed upon by and between the Village and the Judge, shall be incorporated in written amendments to this Agreement.

4.06 Entire Agreement. This Agreement constitutes the entire agreement between the Village and the Judge. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

4.07 Severability. If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.08 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Judge: _____

Village of Volente: Village of
Volente
Attn.: Mayor
16201 Dodd Street
Volente, Tx 78641

4.09 Non-Waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

4.10 No Waiver of Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, the Village has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein

4.11 No Assignment. The parties shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other party.

4.12 Construction of Agreement. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein, and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

4.13 Choice of Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in Travis County, Texas. Venue shall be in Travis County, Texas.

4.14 Agreement Read. The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

4.15 Headings. The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

4.16 No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Judge and the Village only.

4.17 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

EXECUTED this ____ day of _____, 2025.

VILLAGE OF VOLENTE, TEXAS

Thomas Blauvelt, Mayor

ATTEST:

Elizabeth Hedberg, City Secretary

JUDGE

Signature: _____

Printed Name: _____

ATTACHMENT B
STATE BAR OF TEXAS RELEASE



**AUTHORITY TO RELEASE INFORMATION
FOR
STATE BAR OF TEXAS &
STATE COMMISSION ON JUDICIAL CONDUCT**

I hereby authorize the release, within six (6) months of the date listed below, of any information in your files pertaining to my records as a lawyer and as a judge (if applicable) and relating to any inquiry, complaint or disciplinary action in which I have been involved, and waive fully the confidentiality thereof. I hereby direct you to release such information upon request to the bearer. This release is executed with full knowledge and understanding that the information is for use in the review of my records for possible appointment by the Governor of the State of Texas. Consent is granted for the release of such information to third parties in the course of such a review. I hereby release you, as a custodian of such records, the State Bar of Texas, the Texas Senate, as well as any members, officers, employees or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at any time result to me, my heirs, family or associates because of compliance with this authorization and request to release information, or any attempt to comply with it. Should there be any question to the validity of this release, you may contact me as indicated below.

FULL NAME: _____
(PRINTED)

(SIGNATURE)

DATE: _____

CURRENT HOME ADDRESS: _____

TELEPHONE NUMBER: _____

BAR MEMBERSHIP #: _____

WITNESS: _____

ATTACHMENT C
FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT D
FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY