

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**CITY OF MANSFIELD
PROFESSIONAL JUDICIAL SERVICES AGREEMENT
PRESIDING JUDGE**

This Professional Judicial Services Agreement (“Agreement”) for Presiding Municipal Court Judge of the Mansfield Municipal Court of Record No. 1 (“Court”) is made and entered into by and between the City of Mansfield, Texas, a home-rule municipal corporation of the State of Texas (“City”), and Cass Robert Callaway (“Callaway”). The City and Callaway hereafter are each a “party” and collectively referred to as “parties”.

WHEREAS, the City Council of the City of Mansfield, Texas (“City Council”) desires to engage the services of Callaway as an independent contractor and not an employee, to serve as the presiding judge of the Court, as provided for by the City Charter and state law; and

WHEREAS, Callaway desires to provide services to the City as presiding judge of the Court, in accordance with the terms and conditions set forth in this Agreement;

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

ARTICLE I
EFFECTIVE DATE AND APPOINTMENT OF PRESIDING JUDGE

- A. **Appointment.** On June 11, 2024, the City Council appointed Callaway as presiding judge for the City of Mansfield, Texas (“Presiding Judge”) under the laws of the State of Texas, beginning on July 1, 2024, with all powers, rights and duties of said appointment and as provided by the City Charter and subject to the terms and conditions herein.
- B. **Duties.** The Presiding Judge shall perform duties in compliance with the City Charter, specifically but not limited to: Section 8.01, Section 8.02, and Section III of this Agreement.

ARTICLE II
TERM AND TERMINATION

- A. **Term.** This Agreement shall be for a term of two (2) years, beginning on July 1, 2024, and ending on June 30, 2026, unless sooner removed by the City Council.

- B. **Will of Council/Termination.** The Presiding Judge shall serve at the pleasure of the City Council and may be removed with or without cause, at any time by the affirmative vote of a majority of the City Council present.
- C. **Notice of Termination.** If the Presiding Judge desires to terminate this Agreement, a minimum thirty (30) day written notice shall be provided to the City to ensure no interruption of judicial services already committed/scheduled for the Court.

ARTICLE III
SCOPE OF SERVICES

- A. **General Duties.** The Presiding Judge agrees to preside over all municipal court proceedings which shall include 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 City. The Presiding Judge shall perform such other legally permissible and proper duties and functions as the City shall assign from time to time, including but not limited to keeping the policies and procedures of the Court up to date. As an appointed official, the Presiding Judge agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of the Presiding Judge of the Court and is not limited to a preset number of hours per week to perform such services.
- B. **Docket Schedule.** The Presiding Judge shall establish the times and days for the court dockets with the Court Administrator. The Presiding Judge shall perform the services required herein at the dockets so established and to which he/she may be scheduled. The Presiding Judge shall periodically review/assess the performance of docketing, promoting practices that increase participation/compliance giving consideration to docket loads (number of defendants per time period), frequency of dockets, dates and times of dockets, notification methods, and other relevant factors. The Presiding Judge shall preside over court dockets (juvenile, pretrial, motions, attorney, stolen/abandoned property hearing, emergency protective order modification hearing, dangerous dog determination hearing, cruelty to animal determination hearing, etc.) as needed. If the Presiding Judge is unavailable to complete these services, it shall be the duty of the Presiding Judge to seek an alternative method of fulfilling these duties through any other City appointed Judge.
- C. **Magistrate/Arraignment/Warrant Duties.** The Presiding Judge shall perform all duties of a Magistrate as outlined under the laws of the State of Texas, including but not limited to issuing search and arrest warrants, administering magistrate warnings to adults and juveniles, and arraigning individuals arrested for misdemeanor and felony offenses. Such duties shall be performed on an as-needed basis. The Presiding Judge shall perform jail magistrations (Texas Code of Criminal Procedure Chapter 15.17 hearings) on a daily (Monday through Friday) basis, and as needed on weekends/holidays, serving all police agencies housing inmates at the Mansfield jail for Tarrant, Johnson, and Ellis counties. The

Presiding Judge shall develop and maintain policies and procedures for the holding of court in the jail, in close coordination with the police department staff. The Presiding Judge shall serve as a liaison between the jail and the probation departments/district attorneys' offices and courts of Tarrant, Johnson, and Ellis counties on issues of bond conditions, bail bond forfeiture, bond hearings, and general procedures. Should the services outlined in this section be required, the Presiding Judge shall complete such services in a timely manner, within the constraints required by the law. If the Presiding Judge is unavailable to complete these services, it shall be the duty of the Presiding Judge to seek an alternative method of fulfilling these duties through any other City appointed Judge.

- D. **Standing Orders.** The City Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances and for the efficient operation of routine transactions and processes of the Court. As such, the Presiding Judge shall issue and maintain standing orders to address the daily administration of court procedures and processes, for matters such as dismissals, time payment plans, deferred disposition, driver safety courses, and continuances. Any changes to these standing orders must be in writing and acknowledged by the Presiding Judge.
- E. **Availability.** The Presiding Judge shall be available for any and all duties according to the monthly schedule prepared by the Court, including after hours, weekends, and holidays, as agreed. The Presiding Judge shall also be on call weekly (Monday through Friday), twenty-four hours a day, to review and sign search and arrest warrants. The Presiding Judge shall commence court sessions promptly for scheduled docket times on designated court dates. The Presiding Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- F. **Office Hours.** The Presiding Judge shall spend fifteen (15) hours each month (above and beyond court dockets) present at the Court, as office hours to assist the Court personnel, police department, and related staff with any court related matters, to work on court policy and special projects, to participate in trainings, and to see walk-in defendants.
- G. **Paperwork/Signing.** The Presiding Judge shall review and respond/reply to any correspondence related to pending cases and return same to the Court staff for disposition, sign judgments, dismissals, driver safety orders, deferred disposition orders, orders setting hearing, closed cases, time payment plans, and other paperwork in a timely manner.
- H. **Administration.** The Presiding Judge shall administer the Court's operation, including coordination of his/her schedule with the schedules of the Associate Judges, at any days of court for which he/she is not personally presiding, or where he/she cannot serve as Judge for any case(s) for other reasons, such as conflict of interest. The Presiding Judge shall consult with City 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 by the Presiding or Associate Municipal Judge who from time to time may be appointed by the City Council.

- I. **Efficiency of Court.** The Presiding Judge shall consult and cooperate with the Associate Judges, City Manager or designee, the City's prosecutor, Court Administrator, and municipal court clerks as to operational methods and procedures, and on efforts to improve the operations of the Court all with the goal of promoting speedy and efficient justice within the Court system.
- J. **Reports.** The Presiding Judge, at any such times and in such forms as the City may require, shall furnish such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement.
- K. **Contact Information.** The Presiding Judge shall keep the Court, jail staff, and police department (dispatch) informed of his/her current contact information.

ARTICLE IV **COMPENSATION**

- A. **Compensation.** As compensation for all required services herein, including administrative work, during the term of this Agreement, the City agrees to pay the Presiding Judge, a monthly flat fee of Six Thousand Two-Hundred Fifty and no/100 dollars (\$6,250.00).
- B. **Invoice.** The Presiding Judge shall send an invoice to the Court Administrator by mail or email once per month not later than the 10th day of each month. The invoice shall indicate each date the Presiding Judge performed a duty outlined in Section III above. The invoice shall also provide the amount of time spent on each duty and the total number of hours for the month.
- C. **Payment.** The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City.
- D. **No Compensation.** The Presiding Judge will not be compensated for state required training, travel expenses related to his/her duties to the Court, state bar license dues/fees, state attorney occupation fee, local bar association dues, or any and all other professional/licensure related fees/dues.
- E. **Independent Contractor.** It is understood and agreed by and between the parties that all services performed by the Presiding Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Presiding Judge shall supervise the performance of his/her services and shall be entitled to control the manner and means by which his/her services are to be performed, subject to the terms of this Agreement. The foregoing constitutes all the benefits and forms of

compensation due to the Presiding Judge for the services rendered herein and the Presiding Judge will not receive any City benefits, retirement, health, or otherwise.

ARTICLE V
GENERAL PROVISIONS

- A. **Judicial Conduct.** The Presiding Judge shall adhere to all canons of the Texas Code of Judicial Conduct, the City Charter, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operations of the Court, and duties as a magistrate. The Presiding Judge shall maintain him/herself publicly to bring respect and honor to the Court, serving with a judicial temperament rooted in fairness, consistency, and patience.

- B. **Judicial Discretion.** The Presiding Judge is required to keep abreast of state law, legal opinions, and local ordinances, including state-mandated fine and fee amounts for the Court. Although a recognized function of judicial discretion, the Presiding Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the rules adopted by the City and shall be uniform and consistent in the implementation of judicial policy in accordance with state law and local ordinances. The Presiding Judge shall apply the law and enter judgments in accordance with state law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.

- C. **Judicial Education/Attorney Licensure.** The Presiding Judge shall, at all times during this Agreement, be a member in good standing with the State Bar of Texas, current on all licensing requirements of a lawyer of the State of Texas. The Presiding Judge shall also be in strict compliance with the state-mandated minimum requirements for judicial education set by the Texas Supreme Court for Texas judges. The Presiding Judge currently participates as a presentation speaker for TMCEC (teaching judges across the state on issues of the law, ethics, and judicial conduct), as a guest speaker to local lawyer groups/associations, and as a mentor to new municipal judges. The Presiding Judge is encouraged to remain involved in these efforts as a function of his responsibilities to the Court.

- D. **Conflict.** The Presiding Judge shall refrain from any activity or employment that might place him/her in a position of conflict of interest with his/her duties for the City.

- E. **Limitation on Law Practices.** The Presiding Judge agrees that he/she shall not engage in the practice of law in an adversarial capacity before the City Council of the City of Mansfield, before any of its courts, agencies, boards or commissions, or in any other court or administrative proceeding involving the City during his/her tenure in office.

F. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Presiding Judge and supersedes all prior negotiations and representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by both parties.

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

If intended for City, to: Mansfield Municipal Court
Attn: Heather Leonard, Court Administrator
1305 East Broad Street
Mansfield, Texas 76063
heather.leonard@mansfieldtexas.gov

If intended for Presiding Judge, to: Cass Robert Callaway

cass.callaway@mansfieldtexas.gov

H. **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.

I. **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.

J. **Sovereign Immunity.** By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

K. **No Assignment.** The Presiding Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

L. **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.

- M. **Choice of Law and Venue.** This Agreement is performed and performable in Tarrant County, Texas, State of Texas, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Tarrant.
- N. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
- O. **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.
- P. **Ambiguity.** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.
- Q. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Presiding Judge and the City only.
- R. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and Presiding Judge have executed this Agreement this the _____ day of June 2024.

CITY OF MANSFIELD, TEXAS

MICHAEL EVANS, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

PRESIDING JUDGE:

CASS ROBERT CALLAWAY