

THE STATE OF TEXAS §
COUNTY OF TARRANT §

**CITY OF MANSFIELD
PROFESSIONAL JUDICIAL SERVICES AGREEMENT**

This Professional Judicial Services Agreement (“Agreement”) for Associate 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 Dominic Bauman (“Bauman”). The City and Bauman 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 Bauman as an independent contractor and not an employee, to serve as an associate judge of the Court, as provided for by the City Charter and state law; and

WHEREAS, Bauman desires to provide services to the City as an associate 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 September 11, 2023, the City Council appointed Bauman as an associate judge for the City of Mansfield, Texas (“Associate Judge”) under the laws of the State of Texas, beginning on October 1, 2023, 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 Associate Judge shall perform duties in compliance with the City Charter, specifically but not limited to: Section 8.01, Section 8.04, 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 October 1, 2023, and ending on September 30, 2025, unless sooner removed by the City Council.

- B. **Will of Council/Termination.** The Associate 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 Associate 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 Associate Judge agrees to preside over all municipal court proceedings in the event the Presiding Judge of the Court is unable to act for any reason, 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. As an appointed official, the Associate Judge agrees to perform all administrative duties and responsibilities that are necessary and incidental to the position of the Associate Judge of the Court and is not limited to a preset number of hours per week to perform such services.
- B. **Magistrate/Arraignment/Warrant Duties.** The Associate 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. Should the services outlined in this section be required the Associate Judge shall complete such services in a timely manner, within the constraints required by the law. If the Associate Judge is unavailable to complete these services, it shall be the duty of the Associate Judge to seek an alternative method of fulfilling these duties through any other City appointed Associate Judge.
- C. **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 Associate 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.
- D. **Availability.** The Associate Judge shall be on call to perform such obligations twenty-four (24) hours a day, seven (7) days a week, subject to his or her reasonable availability.
- E. **Reports.** The Associate 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.

- F. **Contact Information.** The Associate Judge shall keep the Court, jail staff, and police department (dispatch) informed of his or 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 Associate Judge, only for those services actually performed, the sum of one hundred and no/100 dollars (\$100.00) per hour.
- B. **Invoice.** The Associate 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 Associate 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 Associate Judge will not be compensated for state required training, travel expenses related to his or 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 Associate 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 Associate 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. The foregoing constitutes all the benefits and forms of compensation due to the Associate Judge for the services rendered herein and the Associate Judge will not receive any City benefits, retirement, health, or otherwise.

ARTICLE V **GENERAL PROVISIONS**

- A. **Judicial Conduct.** The Associate 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 Associate Judge shall maintain him or 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 Associate 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 Associate 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 Associate 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 Associate 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 Associate 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.
- D. **Limitation on Law Practices.** The Associate Judge is not precluded from performing such legal services in maintaining his or her private practice of law, and nothing construed herein shall preclude him or her from maintaining his or her private legal practice to the extent that that his or her private practice does not adversely affect his or her duties and obligations to the Court. The Associate Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his or her duties and responsibilities as the Associate Judge of the Court or otherwise knowingly undertake to represent a client on a legal matter against the City.
- E. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Associate 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.
- F. **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:

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 ASSOCIATE JUDGE, to:

Dominic Bauman
1309-A West Abram
Arlington, Texas 76013
dominicbauman@gmail.com

- G. **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.
- H. **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.
- I. **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.
- J. **No Assignment.** The Associate 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.
- K. **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.
- L. **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.
- M. **Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.
- N. **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.
- O. **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.
- P. **No Third-Party Beneficiaries.** This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Associate Judge and the City only.

Q. **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.

IN WITNESS WHEREOF, the City and Associate Judge have executed this Agreement this the _____ day of September 2023.

CITY OF MANSFIELD, TEXAS

MICHAEL EVANS, MAYOR

ATTEST:

SUSANA MARIN, CITY SECRETARY

ASSOCIATE JUDGE:

Dominic Bauman