

**THIS PROFESSIONAL SERVICES AGREEMENT FOR PRESIDING MUNICIPAL COURT JUDGE OF THE MANSFIELD MUNICIPAL COURT OF RECORD** is made and entered into by and between the City of Mansfield, Texas, a municipal corporation of the State of Texas (the "City"), and Cass Robert Callaway ("Callaway").

**WHEREAS**, on December 14, 2020, the City Council of the City of Mansfield, Texas (the "Council"), approved an agreement negotiated and finalized by the Mayor and City Manager to appoint Callaway as the Presiding Judge of the Mansfield Municipal Court of Record (the "Court"); and

**WHEREAS**, the term of that agreement expires on July 1, 2022, and the City Council seeks to enter into another contract for Callaway to serve as the Presiding Judge of the Court for another two-year term.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits provided herein, the foregoing premises agreed upon by the parties and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

**I. EFFECTIVE DATE AND APPOINTMENT OF PRESIDING JUDGE**

- A. The City does hereby **APPOINT** and contract for Callaway's services to be the presiding judge and magistrate for the City of Mansfield, Texas under the laws of the State of Texas, for a term of two years, beginning on July 1, 2022 and continuing through midnight 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. Callaway has been appointed in accordance with the City Charter and as approved by the Council.
- C. Callaway shall perform duties in compliance with the City Charter, specifically but not limited to, Section 8.01 and Section III of this Agreement.

**II. TERM AND TERMINATION**

- A. **Independent Contractor.** Callaway shall be always and for all purposes considered an independent contractor of the City, as that term is defined by Texas legal authority, not an employee of the City. Callaway agrees that no property right shall be created by the execution of this Agreement.
- B. **Will of Council/Termination.** Callaway shall serve at the pleasure of the Council and at such times as determined necessary by Callaway or by the

City for the proper administration of the Court and for the provision of the services identified in this Agreement.

This Agreement and Callaway's services may be terminated at any time by the Council, in accordance with applicable state law. Callaway's services shall be utilized by the City on an as-needed basis.

- C. **Notice of Termination.** If Callaway or the City desire to terminate this Agreement, a minimum thirty (30) day written notice shall be provided to the other party to ensure no interruption of judicial services already committed/scheduled for the Court.

### **III. DUTIES AND RESPONSIBILITIES OF PRESIDING JUDGE**

During the duration of this Agreement, Callaway shall preside over the Court and perform all the duties and responsibilities set forth as follows:

- A. **General Duties.** Callaway shall perform the functions and duties specified in the applicable sections of the City Charter and City Ordinances and 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. Callaway shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas and as of a county magistrate.
- B. **Judicial Conduct.** Callaway shall comply with all provisions of the 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. Callaway shall maintain himself publicly to bring respect and honor to the Court, serving with a judicial temperament rooted in fairness, consistency, and patience.
- C. **Judicial Discretion.** Callaway 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, Callaway 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. Callaway 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.

- D. **Judicial Education/Attorney Licensure.** Callaway 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. Callaway shall also be in strict compliance with the state-mandated minimum requirements for judicial education set by the Texas Supreme Court for Texas judges. Callaway 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. Callaway is encouraged to remain involved in these efforts as a function of his responsibilities to the Court.
- E. **Standing Orders.** The 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, Callaway 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 Callaway.
- F. **Jail.** Callaway 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. Callaway shall also develop and maintain policies and procedures for the holding of court in the jail, in close coordination with the police department staff. Callaway 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.
- G. **Dockets.** Callaway shall prepare and coordinate the docket schedule and procedures with the Court Administrator ("Administrator"). Callaway 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. Callaway 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.

- H. **Office Hours.** Callaway 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.
- I. **Paperwork/Signing.** Callaway 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.
- J. **Associate Judges.** Callaway shall be the liaison between the associate judges and City departmental staff. Callaway shall provide general supervision, education, and guidance for the associate judges.
- K. **Availability.** Callaway 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. Callaway shall also be on call weekly (Monday through Friday), twenty-four hours a day, to review and sign search and arrest warrants. Callaway shall commence court sessions promptly for scheduled docket times on designated court dates. Callaway shall make every effort to take the bench and convene court dockets at the designated docket time.
- L. **Contact Information.** Callaway shall keep the Court, jail staff, and police department (dispatch) informed of his current contact information.

#### IV. **COMPENSATION OF PRESIDING JUDGE**

The City shall compensate Callaway as follows:

- A. As compensation for all required services herein during the term of this Agreement, the City agrees to pay Callaway a monthly flat fee of **\$3,500.00** for all work performed as a judge and as a magistrate for the City including all related administrative work.
- B. Callaway shall send an invoice to the Court Administrator by mail or email to **Dani Soria, Court Administrator, Mansfield Municipal Court, 1305 East Broad Street, Mansfield, Texas 76063** or by email to **Dani Soria** at **dani.soria@mansfieldtexas.gov**, once per month not later than the 10<sup>th</sup> day of each month. The invoice shall indicate each date that Callaway performed a duty outlined in Section III above. The invoice shall also provide

the amount of time spent on each duty and for a total number of hours for the month.

- C. The City shall pay the monthly invoice within thirty (30) days from the date the invoice is received by the City.
- D. Callaway will not be compensated for state required training.
- E. Callaway will not be compensated for travel expenses related to his duties to the Court.
- F. Callaway will not receive any City benefits, retirement, health, or otherwise.
- G. The City shall provide a judicial robe for Callaway.
- H. Callaway will pay his own state bar license dues/fees, state attorney occupation fee, local bar association dues, and all other professional/licensure related fees/dues.

**V. GENERAL PROVISIONS**

- A. This Agreement represents the entire and integrated agreement between the City and Callaway 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 the City and Callaway. Callaway further states that he has carefully read the foregoing Agreement, understands the contents thereof and signs the same as Callaway's own free act.
- B. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this agreement shall be in Tarrant County, Texas. This Agreement is not assignable.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be 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.

**IN WITNESS WHEREOF**, the City and Callaway have executed this Agreement effective this the \_\_\_\_ day of June, 2022.

CITY OF MANSFIELD, TEXAS

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MICHAEL EVANS, MAYOR

ATTEST:

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SUSANA MARIN, CITY SECRETARY

PRESIDING JUDGE:

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CASS ROBERT CALLAWAY