

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPOINTING CASS ROBERT CALLOWAY AS ALTERNATE MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A COMPENSATION AGREEMENT WITH CASS ROBERT CALLOWAY TO PERFORM SERVICES AS AN ALTERNATE MUNICIPAL JUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that an Alternate Municipal Judge of Addison Municipal Court of Record No. 1 is necessary to perform certain judicial functions in the Town of Addison; and

WHEREAS, the City Council of the Town of Addison has determined that Cass Robert Calloway should be appointed as Alternate Municipal Judge of Addison Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that a compensation agreement should be entered into with Cass Robert Calloway to perform services as an Alternate Municipal Judge of Addison Municipal Court of Record No. 1.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Appointment. The City Council of Addison hereby appoints Cass Robert Calloway as Alternate Municipal Judge of Addison Municipal Court of Record No. 1 to serve for an initial term which shall begin on February 28, 2017 and shall end on December 31, 2018. Cass Robert Calloway may not serve beyond the said term except upon the express authorization of the City Council, and this provision shall control over any law, rule, or regulation in conflict herewith.

Section 3. Authorization to Execute. The Compensation Agreement by and between the City and Cass Robert Calloway regarding his service as an Alternate Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto as **Exhibit A**, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the said Compensation Agreement on behalf of the City.

Section 4. Effective Date. This Ordinance shall take effect on February 28, 2017.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 28th day of February, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as “City”) and CASS ROBERT CALLOWAY (hereinafter referred to as “Calloway”) (hereinafter collectively the City and Calloway are referred to as the “Parties).

I.

The City does hereby appoint, Calloway as Alternate Judge of Addison Municipal Court of Record No. 1 for an initial term to commence on February 28, 2017, and to expire December 31, 2018.

II.

As Alternate City Judge, Calloway shall perform such functions as arraignment of prisoners and any other functions requested of him to assist the Presiding Municipal Judge. Calloway is employed on an on-call basis and is expected to be reasonably available to perform his role as Alternate Judge as requested by the City. Calloway is required to provide his own robe. Calloway is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance his abilities to perform as Alternate City Judge and to enhance the stature of such office at his own expense.

III.

In consideration for such services, Calloway shall receive:

1. compensation of One Hundred and No/100 Dollars (\$100.00) per hour, with a minimum of one hour’s compensation to be paid to Calloway per sitting in his judicial capacity; and
2. the City’s obligations are funded from current funds.

IV.

The City makes no warranties or representations as to the amount of work Calloway will receive under this Agreement.

V.

Calloway may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability, or other reason(s) as may be authorized by or not inconsistent with law. Calloway shall be required to provide thirty (30) days’ notice of resignation.

EXHIBIT A

VI.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflict of laws provisions of any jurisdiction. The obligations and requirements of the Parties hereto are performable in Dallas County, and exclusive venue for any dispute relating to this Agreement shall be in Dallas County.

VII.

The Parties further agree that Calloway may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VIII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

IX.

This instrument shall be the entire agreement and understanding between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2017, in Addison, Dallas County, Texas.

CASS ROBERT CALLOWAY

TOWN OF ADDISON, TEXAS

Cass Robert Calloway

By: _____
Wes Pierson, City Manager