

ORDINANCE NO. _____

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

WHEREAS, the City Council of the Town of Addison (“Town”) desires to re-appoint Cass Robert Callaway as an Alternate Municipal Judge of Addison Municipal Court of Record No. 1 (“Court”); and

WHEREAS, the City Council hereby authorizes the City Manager to execute a professional services agreement with Cass Robert Callaway to continue to serve as an Alternate Municipal Judge of the Court for a two (2) year term beginning on January 1, 2023.

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

SECTION 1. The City Council hereby appoints Cass Robert Callaway as an Alternate Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two (2) year term, which term shall begin on January 1, 2023, and shall expire on December 31, 2024.

SECTION 2. The professional services agreement by and between the Town and Cass Robert Callaway for Alternate Municipal Judge services, 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 Agreement on behalf of the Town.

SECTION 3. This Ordinance shall become effective from and after its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this **25th** day of **OCTOBER** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt L. Wyatt, City Attorney

Exhibit A

PROFESSIONAL SERVICES AGREEMENT ALTERNATE MUNICIPAL COURT JUDGE

This Municipal Court Judge Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City"), and Cass Robert Callaway ("Judge"), (each a "party" and collectively the "parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Town of Addison Municipal Court of Record No. 1 (the "Court") is a municipal court of record operated by the City pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, the City desires to engage and appoint Judge to serve as an alternate municipal judge for the Court pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the parties agree and bind themselves to the obligations and performance of the tasks as follows:

Article I Purpose

The purpose of this Agreement is for the City to contract for municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

Article II Term

The term of this Agreement shall be effective on January 1, 2023 ("Effective Date") and expire on December 31, 2024 (the "Term"). Notwithstanding the foregoing, the Term of this Agreement may be extended by mutual written agreement of the parties.

Article III Municipal Court Judge Services

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge's duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with the City Charter, the adopted policies and procedures of the municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the foregoing may be amended ("Services"). The Services shall include, without limitation, the following:

- (a) Preside over municipal court proceedings;
- (b) Promptly handle adult and juvenile arraignments;
- (d) Execute arrest warrants;

- (e) Execute court warrants;
- (f) Coordinate court activities with the Presiding Judge, municipal court administrator, prosecutor(s), city attorney(s), and other departments of the City as necessary;
- (g) Perform such other duties as assigned by the City Council that may be commensurate with the position of municipal court judge; and
- (h) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable state law.

3.2 Duties; Coordination. Judge, shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. Judge agrees to coordinate with the Presiding Judge and other alternate judges, as necessary to ensure one or more judges are available at all times during the term of this Agreement (on a 24/7 basis) to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters.

3.3 Scheduling of Dockets. The Judge shall be responsible for administering court dockets and proceedings in coordination with the Presiding Judge and municipal court administrator to facilitate optimal court efficiency in support of the City's customer service values.

3.4 Other Alternate Judge(s). The City may engage the services of one or more additional alternate municipal judges during the term hereof, subject to all terms and conditions established by the City, at its sole discretion.

3.6 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office.

Article IV Compensation

4.1 Compensation. Judge shall be compensated for the Services on an hourly basis at a rate of One Hundred and Twenty-Five and No/100 (\$125.00) per hour, billed in quarter (.25) hour increments, with a minimum of one hour's compensation to be paid to Judge per sitting in his judicial capacity during the Term of this Agreement. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the parties in writing.

4.2 Independent Contractor Status; Insurance; Taxes. Notwithstanding any other provision of this Agreement, the parties intend and agree that Judge shall be an independent contractor and not an employee of either City during the term of this Agreement for any purpose, including without limitation, application of FICA, the Social Security Act, the Federal Unemployment Act, and applicable provisions of the Internal Revenue Code. The City shall not pay (or reimburse) Worker's Compensation Insurance on Judge's behalf during the term of this Agreement and Judge shall at all times be responsible for the payment of Judge's self-employment taxes incurred in connection with this Agreement.

Article V

Termination

5.1 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the City, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Removal from Office. Notwithstanding any other provisions of this Agreement, the parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 Independent Contractor. It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, Judge is acting independently, and that the City assume no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Town of Addison. Judge shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement.

6.3 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the City.

6.4 Notice. Any notice or document required to be delivered or given hereunder in writing shall be delivered or given (i) in person, (ii) by United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) by UPS, FedEx or other nationally recognized carrier to be delivered on the next business day, or (iv) by email of a PDF copy of the same. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (a) when received if delivered or given in person, (b) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (c) on the next

business day after the day the notice or document is provided to UPS, FedEx or other nationally recognized carrier to be delivered as set forth above, or (d) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient. Addresses for the delivery or giving of any such notice or documents are as set forth on the signature page to this Agreement.

6.5 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.6 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.7 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendments. This Agreement may be amended only upon written Agreement signed by the parties.

6.9 Severability/Interpretation. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.10 Compliance with Laws. Judge shall fully comply with all federal, state and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Judge:

TOWN OF ADDISON, TEXAS

CASS ROBERT CALLAWAY

Digitally signed by Cass Robert Callaway
Date: 2022.10.15 07:26:26 -05'00'

Cass Robert Callaway

By: _____
Hamid Khaleghipour
Interim City Manager

By: _____
Cass Robert Callaway
Alternate Judge

Date: _____

Date: Saturday, October 15, 2022

Notice Address:

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75001
E: hkhaleghipour@addisontx.gov

Honorable Cass Robert Callaway
4799 Airport Parkway
Addison, Texas
E: ccallaway@addisontx.gov