

Professional Services Agreement  
Associate Municipal Judge

The Agreement made and executed into this 5th day of July, 2022 by and between the City of Burleson, Texas, a Municipal Court of Record of the State of Texas, hereinafter referred to as "City" and Cass Callaway, the Associate Municipal Judge of the Burleson Municipal Court of Record hereinafter referred to as "Associate".

1. City does hereby agree to enter into an agreement with Cass Callaway for Municipal Court services beginning on July 5, 2022 and continuing through midnight on September 1, 2022 at a contract rate of \$100 per hour, and a \$1,200 monthly stipend for on-call services.
2. Associate understands and agrees that Associate is an appointed contractor of City, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and Associate is not entitled to any benefits except as provided herein.
3. City will provide judge's robe. Additionally, City does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
  - Texas State Bar Association
  - Tarrant County Bar Association
  - Johnson County Bar Association
4. City does hereby agree to budget and to pay for the travel and subsistence expenses of Associate training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
5. The Associate shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Job Description and shall perform such other legally permissible and proper duties and functions as said position shall require.
6. The Associate shall keep the Presiding Municipal Judge and City Secretary informed of issues related to the Presiding Municipal Court and shall execute their performance in cooperation with the Presiding Municipal Judge to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.
7. During this agreement, the Associate agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In

the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.

8. The Associate shall not take on representation of a client adverse to the City. The Associate shall not represent a client in a case where an employee of the City in his capacity as an employee of the City is a witness or may be summoned to appear as a witness.
9. The Associate warrants they meet the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
10. The City Council may remove the Associate from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.
11. This Agreement incorporates all the agreements, covenants and understandings between the City and the Associate concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, including but not limited to previous professional services agreements between the parties. It is the intent of the parties that this Agreement modify, replace, and supersede all prior professional services agreements between the parties.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Associate has hereunto set their hand.

Signed:

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Cass Callaway

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Date

Signed:

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Mayor

(Seal)

Attest:

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City Secretary, Amanda Campos