



7286 Dietz Elkhorn • Fair Oaks Ranch, Texas 78015 • (210) 698-0900 • (866) 258-2505

October 6, 2023

Frank Dickson

Re: Alternate Municipal Court Judge Engagement Letter

Dear Judge Dickson:

This Engagement Letter is being provided to establish a formal agreement for your services as the City of Fair Oaks Ranch Alternate Municipal Court Judge. This **AGREEMENT**, effective as of the 1st day of October, 2023, between the City of Fair Oaks Ranch and having its principal place of business at 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 (the "City"); and Frank Dickson, (the "Contractor") (collectively referred to as the "Parties").

In consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

Services

- Alternate Judge will be called to preside over any court session in the absence of the Presiding Judge. While sitting for the Presiding Judge, the Alternate Judge shall have all powers and duties of the office such as presiding over all sessions of Municipal Court, including all docket calls, hearings, pre-trial conferences, initial appearances, show cause hearings, non-jury and jury trials and any and all matters before the Court pertaining to Class C Misdemeanor violations. The Alternate Judge will also preside over other violations and matters within the jurisdiction of the Court. A General Docket is typically held on the first Thursday of every month from 9:00 a.m. until complete. The General Docket day may be changed as deemed necessary by the City Council, the City Manager, or by mutual agreement between the Contractor and the City Manager.
- Issue and sign subpoenas, warrants, capias, capias pro fines, judgments, orders, and other related administrative paperwork prepared by Municipal Court staff.
- Availability to come to the Municipal Court on a weekly / as need basis to sign documents and meet with Court staff.
- Availability to participate in the local Magistrate rotation.
- Adhere to all applicable local, state, and federal laws and canons of judicial conduct.

Exhibit B

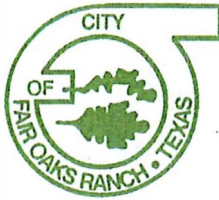


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Compensation and Term

- As full compensation for services provided, the Contractor shall be paid at the rate of \$150 per hour plus reimbursement for travel “at cost” with no “mark-up” with all related mileage charged by multiplying the actual miles traveled by the then current IRS rate. Unless approved by the City Manager at the time of invoicing, Contractor shall charge travel from the principal place of business as referenced in this Agreement. Payment will be made upon receipt of invoice at acctspayable@fairoaksranchtx.org. Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- The Term of this Agreement is for a two-year period beginning October 1, 2023 (the “Commencement Date”) and ending at the close of the City’s normal business hours on September 30, 2025. Subject to approval by the City Council, the term of this Agreement may be extended.
- Termination- (a) The City Council may terminate this Agreement as prescribed in Section 5.03 of the City of Fair Oaks Ranch Home Rule Charter. (b) If Contractor terminates this Agreement by voluntary resignation, Contractor shall give the City Council no less than 90 days' notice in writing in advance unless the Council agrees otherwise.
- Entire Agreement-This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services of the Contractor by the City and shall be amended or modified only by written instrument signed by both of the parties hereto.

Exhibit B



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In conclusion, I would like to reiterate my appreciation for your willingness to serve as an extension of our team.

Respectfully,

Scott M. Huizenga
Interim City Manager

Cc: Christina Picioccio, City Secretary