

**AGREEMENT BY AND BETWEEN
CITY OF WOLFFORTH, TEXAS,
AND
GARY WHITFILL**

This agreement is made by and between **GARY WHITFILL** ("**Associate Judge**") and the **CITY OF WOLFFORTH, TEXAS**, (the "City"), a home-rule municipality acting by and through its duly authorized representative.

W I T N E S S E T H :

WHEREAS, the City has established a municipal court;

WHEREAS, from time to time the standing municipal court judge appointed by the City Council is unable to fulfill his duties as a result of conflicts of interest, absence or other matters; and

WHEREAS, in such an instance it is in the best interest of the City to have a qualified, municipally trained judge available to take over the duties of the municipal judge when he may become unable to serve;

WHEREAS, the City has established the office of associate municipal judge in Wolfforth Code of Ordinances Sec. 7.01.004;

WHEREAS, the associate municipal judge is to serve for a period of two (2) years. The term of the judge shall run contemporaneously with the term of the mayor;

WHEREAS, the City and Judge desire to enter into an Agreement to provide services to the Wolfforth Municipal Court.

NOW THEREFORE, City and Associate Judge, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

Section I. Agent of the City

The Associate Judge shall be named as an agent of the City.

Section II. Scope of Services

If the appointed judge is unable to fulfill their duties as municipal court judge for the City of Wolfforth, the Associate Judge shall, as necessary:

- (a) be responsible for court compliance with the Texas Code of Criminal Procedure and the Judicial Code of Conduct within the City of Wolfforth Municipal Court,

- (b) preside over the municipal court for all Class C misdemeanors, conduct arraignments, pretrial disposition conferences, hearings, jury, and non-jury trials in a manner to ensure timely and efficient disposition of cases,
- (c) execute and issue court processes in the form of court orders, warrants for arrest, search warrants, body attachments, subpoenas, complaints, and civil injunctions,
- (d) determine pleas, motions, and sentencing issues and authorize collection procedures, decide restitution awards, and bond forfeitures,
- (e) work with Court Administrator and City Manager to ensure smooth association between administrative and judicial departments of the City,
- (f) interpret city, state and federal laws, ordinances, statutes, and court decision; analyze evidence presented in open court and apply existing and applicable law with the objective that justice must prevail,
- (g) serve as a representative of the City of Wolfforth demonstrating a positive attitude through display of professionalism, courtesy and appropriate tact and discretion in all interaction with City employees and officials and with the public, and
- (h) complete other duties as may arise that are appropriate for a municipal court judge.

Section III. Training

The Associated Judge shall attend one accredited municipal education training program at a minimum of 12 hours annually. The City will pay the registration fee and costs to Associated Judge in accordance with its Personnel Manual.

Section IV. Compensation

The Associated Judge shall be compensated in the amount of \$34.00 per hour for work performed during normal business hours and preparation for normal duties that will take place during normal business hours. The Associate Judge shall be compensated in the amount of \$68.00 for magistrations and issuing of warrants performed after 5:00 p.m. on weekdays and during the weekends. The Associate Judge will be compensated at least one hour with additional time be tracked at six (6) minute increments as 0.1 of an hour for each instance Associate Judge performs duties for the Wolfforth Municipal Court in place of the standing municipal judge. In the event the Associate Judge is required to fill in for the standing municipal judge for an entire calendar month, the Associate Judge will be compensated \$1,000.00 per month.

Section V. Court Schedule

The Associate Judge will follow the municipal court schedule and maintain office hours established by the municipal judge.

Section VI. Term and Termination

The Term of this Agreement shall begin on June 1, 2024, and shall end on May 31, 2026. In accordance with Section 29.005 of the Texas Government Code, the Judge shall be reappointed to an additional two-year term in the event the City Council does not take action to not reappoint the Judge by the 91st day following the expiration of the Term.

The Associate Judge may resign his position at any time during the term of this Agreement but must continue to serve until a replacement is appointed by the City Council.

Section VII. Right of Ownership

All data, information, books, reports, files, software, equipment, and materials purchased, created, or maintained by the City or purchased, created, or maintained by the Judge on behalf of the City shall remain the property of the City.

Section VIII. Conflict of Interest

In keeping with Associate Judge's duties to the City, Associate Judge agrees that he shall not, directly, or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Associate Judge agrees that he shall promptly disclose to the City any facts which might involve any reasonable possibility of a conflict of interest.

Section IX. Amendment or Modification

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the parties hereto, executed by authorized representatives of both parties to this Agreement.

Section X. Miscellaneous

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance, and enforcement.
2. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties thereto.

Section XI. Acceptance

This instrument is being executed in two (2) counterpart originals, each of which has the full force and effect of an original.

This Agreement is made and entered into in Lubbock County, Texas, and venue for all

purposes shall be in Lubbock County, Texas.

AGREED AND ACCEPTED THIS ____ DAY OF MAY 2024.

THE CITY OF WOLFFORTH, TEXAS:

GARY WHITFILL:

By: _____

By: _____

Name: Charles Addington, II

Name: Gary Whitfill

Title: Mayor

Address: _____

Address: P.O. Box 36

Wolfforth, TX 79382

Telephone: _____

Telephone: 806-855-4120