

**AGREEMENT BY AND BETWEEN
CITY OF WOLFFORTH, TEXAS,
AND
ROYCE WITTIE**

This agreement is made by and between **ROYCE WITTIE ("Judge")** and the **CITY OF WOLFFORTH, TEXAS**, (the "City"), a general law city acting by and through its duly authorized representative.

WHEREAS, the City has established a municipal court;

WHEREAS, the City has established the office of municipal judge in Code of Ordinances Section 7.01.002;

WHEREAS, the 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 municipal court takes place and court staff are housed in the Wolfforth City Hall;

WHEREAS, court operations affect City operations because they share portions of City Hall;

WHEREAS, the parties agree that it is important to establish and maintain set, regular court dates for the efficient operation of the Court, for scheduling of court staff and police officers, and for the general good of the City of Wolfforth; and

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

NOW THEREFORE, City and 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 Judge shall be named as an agent of the City.

Section II. Scope of Services

The Judge shall:

- (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 trials, 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) set Court policy for routine disposition of cases for implementation by Court Clerks in accordance with the Code of Criminal Procedure and the Judicial Code of Conduct,
- (f) work with Court Administrator and City Manager to ensure smooth association between administrative and judicial departments of the City,
- (g) 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,
- (h) 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,
- (i) make every effort to maintain consistent scheduled court dates not less than two days per month, and
- (j) complete other duties as may arise that are appropriate for a municipal court judge.

Section III. Training

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

Section IV. Compensation

The Judge shall be compensated in the base amount of \$1,000.00 per month. The base amount will compensate the Judge for two scheduled court dates per month as set forth in this Agreement and any additional dates necessary to accomplish the following: show cause hearings, pre-trial hearings, bench trials, jury trials, dangerous dog hearings, juvenile magistrate hearings, TMCEC required training, capias procedures and other court related matters. In the event the Judge is unable to serve for an entire calendar month, the Judge will not receive compensation for that month.

Section V. Court Schedule

The Judge will set a consistent municipal court schedule at the City of Wolfforth City Hall as follows:

1st Monday of Each Month

Announcement and Pre-Trial Dockets.

9 am docket for announcements and pre-trial meetings

10 am docket for announcement and pre-trial meetings

11 am docket show cause hearings, indigency hearings, and other matters

3rd Monday each month

9 am docket for announcements and pre-trial meetings (if necessary)

10 am docket for announcement and pre-trial meetings (if necessary)

11 am docket show cause hearings, indigency hearings, and other matters

4th Monday of each month

Capias pick up After Hours 5:00pm – 8:00pm

Judge shall make every effort to maintain the above schedule. If Judge desires to alter the above schedule to accommodate an unforeseen circumstance or a holiday, Judge will coordinate with the City Secretary to find a date or dates that will have minimal impact on the operations of the City of Wolfforth and the Wolfforth Police Department. If such requested alteration to the above schedule will be permanent, Judge will notify the City Manager of such desire to alter the above schedule before altering the schedule as such alteration will require an amendment to this Agreement.

Section VI. Term and Termination

The initial term of this Agreement shall begin on August 1, 2022 and shall end on the date of the mayoral election in May 2024. 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 initial term.

The 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 Judge's duties to the City, 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, 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 and Venue. 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. This Agreement is made and entered into in Lubbock County, Texas, and venue for all purposes shall be in Lubbock County, Texas.

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.

AGREED AND ACCEPTED THIS 15th DAY OF AUGUST 2022.

THE CITY OF WOLFFORTH, TEXAS:

ROYCE WITTIE:

By: 

By: 

Name: Charles Addington, II

Name: Royce Wittie

Title: Mayor

Address: _____

Address: P.O. Box 36

Wolfforth, TX 79382

Telephone: _____

Telephone: 806-855-4120