

CITY OF LAGO VISTA, TEXAS

RESOLUTION 21-1913

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, CONFIRMING THE RE-APPOINTMENT OF A PRESIDING MUNICIPAL JUDGE FOR THE CITY OF LAGO VISTA, TEXAS AND AUTHORIZING EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENT FOR SAID JUDGE.**

**WHEREAS**, Section 4.03 of the Charter provides that the Municipal Judge and any Associate Municipal Judges deemed necessary shall be nominated by the City Manager, and appointed by the Council; and

**WHEREAS**, pursuant to Section 7.101, Organization, Chapter 7, Municipal Court, City of Lago Vista Ordinances, provides that the term of office for such Municipal Judges shall be for two (2) years; and

**WHEREAS**, as the City now has three Municipal Judges and pursuant to Section 7.101, City of Lago Vista Ordinances, the City Manager hereby nominates for re-appointment, Jay Caballero as the Presiding Municipal Judge for the City of Lago Vista, Texas, who, in addition to the judicial duties and responsibilities, shall be responsible for the administrative duties of the Court; the remaining two judges shall be titled Associate Municipal Judge.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:**

1. **THAT** the City Council of the City of Lago Vista, Texas does hereby reappoint Jay Caballero as Presiding Municipal Judge for the City of Lago Vista, Texas with a term ending November 30, 2023.
2. **THAT** the City Council of the City of Lago Vista hereby approves, authorizes and directs the City Manager to execute on behalf of the City, the Professional Services Agreement between the City of Lago Vista and Jay Caballero attached hereto and incorporated fully herein as *Attachment A*.
3. This Resolution shall be effective immediately upon passage.

**AND, IT IS SO RESOLVED.**

PASSED AND APPROVED this 18<sup>th</sup> day of November 2021

  
Ed Tidwell, Mayor



ATTEST:

  
Sandra Barton, City Secretary

On a motion by Councilor Sullivan, seconded by Councilor Durbin, the above and foregoing instrument was passed and approved.

**PROFESSIONAL SERVICES AGREEMENT**  
between the  
**City of Lago Vista and Jay Caballero, Presiding Municipal Court Judge**  
**Lago Vista Municipal Court of Record No. 1**

THIS AGREEMENT is made and entered into between the City of Lago Vista, Texas, a home rule municipality ("City") and Jay Caballero ("Judge"). This Agreement is effective on the date of the last to execute below, (the "Effective Date").

**RECITALS**

**WHEREAS**, on November 18, 2021, the City Council of the City of Lago Vista re appointed Jay Caballero as Presiding Municipal Court Judge of the City of Lago Vista Municipal Court of Record No. 1. for a Term to begin on December 1, 2021; and

**WHEREAS**, the Parties agree that the Judge shall perform the full duties and responsibilities as Presiding Municipal Court Judge for the City upon the terms and conditions set forth below and in accordance with state law.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

**SECTION 2. TERM**

- A. Initial Term. The initial term of this Agreement shall commence and be effective on the "Effective Date", and shall continue through November 30, 2023, unless terminated as provided herein.
- B. Renewal. At the expiration of the initial term, and on the anniversary thereafter of the renewal term, as described herein, unless otherwise notified of non-renewal of appointment by the City, this Agreement shall automatically renew for a successive two-year term of office. This "renewal term" shall begin on the date the previous term of office expired, in accordance with Ordinance No. 20-12-17-02 as codified in Article 7.100 of the Lago Vista Code of Ordinances.

**SECTION 3. TERMINATION**

This Agreement may be terminated:

- (a) at the end of the term should the judicial appointment not be renewed by City Council; or
- (b) on removal of the Judge as provided by Section 1-a, Article V of the Texas Constitution; or
- (c) on removal of the Judge for the reasons and by the procedure provided in Subchapter B, Chapter 21, Texas Local Government Code.

Termination of this Professional Services Agreement impacts only the compensation and duties specified under the contract and not the appointment or ability to continue to serve as the judge as is governed by state law, City Charter and City Ordinance.

#### **SECTION 4. DUTIES**

The Judge shall:

- A. perform all duties and responsibilities of the Office of the Presiding Municipal Court Judge including, but not limited to, those contained under state and federal law, the Texas Local Government Code, state and federal regulations, municipal ordinances and the Texas Code of Judicial Conduct.
- B. maintain a central docket for cases filed within the territorial limits of the municipality over which the municipal courts of record have jurisdiction;
- C. provide for the distribution of cases from the central docket to the individual municipal judges to equalize the distribution of business in the courts'
- D. request the jurors needed for cases that are set for trial by jury;
- E. temporarily assign judges or substitute judges to exchange benches and to act for each other in a proceeding pending in a court if necessary for the expeditious disposition of business in the courts;
- F. supervise and control the operation and clerical functions of the administrative department of each court, including the court's personnel, during the proceedings of the court; and
- G. establish a court security committee to adopt security policies and procedures for the courts served by the presiding judge that is composed of:
  - 1. the presiding judge, or the presiding judge's designee, who serves as presiding officer of the committee;
  - 2. a representative of the law enforcement agency or other entity that provides the primary security for the court;
  - 3. a representative of the municipality; and
  - 4. any other person the committee determines necessary to assist the committee.

#### **SECTION 5. LIMITATION ON LAW PRACTICE AND CONFLICTS**

- A. The Judge shall refrain from any activity or employment that might place them in a position of conflict of interest with their duties for the City.

#### **SECTION 6. COMPENSATION**

- A. The Judge shall be compensated at a rate of \$14,500 per year, prorated for partial months, for services performed.
- B. Express Exception: No compensation will be paid for the administration of statutorily required oaths to new council members of the City of Lago Vista City Council.

- C. The Judge shall invoice the City monthly and report the hours billed and the work conducted in those hours. City shall make payment to the Judge within thirty days upon receipt of the invoice.
- D. The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax, and social security tax.
- E. The Judge is not a City employee for purposes of City employee benefits.
- F. The City will be responsible for fees incurred by the Judge for continuing education up to a maximum of \$1,500 per year.

## **SECTION 7. MISCELLANEOUS**

- A. This Agreement may be modified or amended, in writing, signed by both Parties.
- B. This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Travis County, Texas.
- C. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- D. **Severability.** If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- E. **Headings.** The section headings in this agreement are used for convenience and reference purposes only.
- F. **Non-Waiver.** The failure on the part of either the City or the Judge at any time to require the performance by either the City or the Judge of any portion of this agreement shall not be deemed a waiver of or in any way affect either the City's or the Judge's rights to enforce such provision or any other provision in the future. Any waiver by either the City or the Judge of any provision herein shall not be taken or held to be a waiver of any other provision or any other breach. Any waiver of any provision herein shall be in writing and signed by both parties.
- G. **Cooperative Drafting.** This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

## **SECTION 8. NOTICE**

Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

For CITY:

For JUDGE:

City of Lago Vista  
City Manager  
5803 Thunderbird Drive  
Lago Vista, Texas 78645

Jay Caballero  
Presiding Municipal Court Judge  
Judge's confidential home address provided  
under separate cover

## SECTION 9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.

**IN WITNESS WHEREOF**, this Agreement is **AGREED TO AND ACCEPTED** and executed by the Parties on the dates indicated below.

## **CITY OF LAGO VISTA, TEXAS**

Ed Tidwell  
Ed Tidwell, Mayor

Attest: Sandra Barton  
Sandra Barton, City Secretary

11/29/21

~~PRESIDING MUNICIPAL COURT JUDGE~~  
~~LAGO VISTA MUNICIPAL COURT OF RECORD NO. 1.~~

Jay Caballero Date

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me, personally appeared Jay Caballero, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes in consideration therein expressed.

Given under my hand and seal of office this 29<sup>th</sup> day of November, 2021

Stephanie Aeff  
Notary Public in and for the  
State of TEXAS

