

**CITY OF LEONARD
RESOLUTION NO. 250520-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEONARD, FANNIN COUNTY, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", ENTERED INTO WITH MARK LEDBETTER, A PRIVATE CONTRACTOR, FOR THE PURPOSE OF PERFORMING ALTERNATE OR TEMPORARY MUNICIPAL JUDGE SERVICES; PROVIDING FOR AN OPEN MEETING AND EFFECTIVE DATE.

WHEREAS, Chapter 7 "Municipal Court" of the Code of Ordinances provides for the appointment of an alternate or temporary judge of the municipal court, in accordance with Chapter 29 of the Texas Government Code; and

WHEREAS, the City of Leonard, Texas (the "City") desires to obtain the services of a temporary municipal court judge; and

WHEREAS, Mark Ledbetter ("Contractor") is a licensed attorney and qualified to provide such services described under **Exhibit "A"** in exchange for the fees hereinafter specified; and

WHEREAS, Contractor and the City desire to enter into this Professional Services Agreement ("Agreement") to provide municipal court services at the highest level possible to the City in accordance with the terms and conditions set forth herein.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEONARD, TEXAS:

SECTION 1. That the forgoing recitals are hereby found to be true and correct legislative findings of the City of Leonard, Texas, and are fully incorporated into the body of this resolution.

SECTION 2. That based on these findings, the City Council of the City of Leonard, Texas hereby approves the proposed Agreement, attached hereto as **Exhibit "A"**.

SECTION 3. This Resolution shall take effect upon its passage, and it is so resolved.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Leonard, Texas, on this 20th day of May, 2025.



Michael Pye
City of Leonard, Mayor

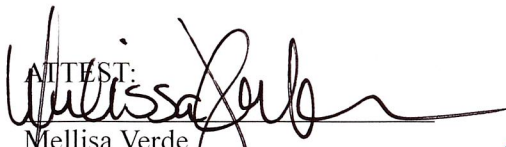
WITTEST:

Mellisa Verde
City of Leonard, City Secretary



Exhibit "A"
Professional Service Agreement

City of Leonard, Texas
PROFESSIONAL SERVICES AGREEMENT
Alternate or Temporary Municipal Court Judge

1. **Scope of Services.** The City of Leonard, Texas (“City”) and Mark Ledbetter (“Contractor”), collectively the Parties, (“Parties”), agree Contractor will provide services as City’s Alternate or Temporary Judge of the municipal court (“Interim Judge”).
2. **Term of Agreement.** The term of this Agreement (“Agreement”) will become effective on _____, 20__, and unless terminated earlier as provided in Paragraphs 9 and 10 below, shall continue for a period of ninety (90) days (the “Term”). By mutual agreement, the Parties may elect to extend this agreement in thirty (30) day increments (“Renewal Term”) by reappointment by the City.
3. **Contractor Obligations.** Contractor shall devote such time as reasonably necessary for the satisfactory performance of work under this Agreement and as described in **Exhibit “A”** attached and incorporated by reference (“Services”). The Contractor shall:
 - A. Perform the Services set forth in **Exhibit “A.”** However, if a conflict exists between this Agreement and any term in **Exhibit “A,”** the terms in this Agreement will control.
 - B. Devote as much productive time, energy, and ability to the performance of his duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner.
 - C. Perform the Services in a safe, good and workmanlike manner using at all times adequate equipment in good working order.
 - D. Communicate with the City about progress the Contractor has made in performing the Services.
 - E. Supply all tools, equipment and supplies required to perform the Services, except if the Contractor’s work must be performed on or with the City’s equipment.
4. **Independent Contractor.** It is understood and agreed in performing the Services specified under **Exhibit “A”** Contractor is acting independently, and not as an employee of City. Contractor shall control the manner and means by which Services specified under **Exhibit “A”** are performed. There is no intended third-party beneficiary to this Agreement.
5. **Payment.** The City agrees to pay Contractor for all services authorized in writing, and properly performed, by Contractor at the rate of five hundred (\$500.00) dollars per month. Three hundred (\$300.00) dollars will be paid for any jury trials, in addition to the regular monthly rate. Contractor will not be compensated for holidays, vacation time, or employee benefits. Contractor is responsible for complying with reporting requirements for all local, state and federal taxes related to payments made to Contractor under this Agreement.
6. **Invoices.** All fees paid to Contractor by City shall be based on invoices submitted to City in writing by Contractor for work performed. While invoices shall be submitted monthly,

Payment shall be due in accordance with the City's regular payment practices or upon termination of this Agreement, as described in Paragraphs 9 and 10.

7. **Background Check.** City shall be responsible for the cost of any background check, if any, required.
8. **Reimbursement.** All routine business expenses incurred by Contractor as Interim Judge will be reimbursed under the same terms and conditions that such expenses would be reimbursed for contractors while working for the City. Such reimbursable expenses include travel undertaken, at the request of the City. Commuting time will not be billed by Contractor.
9. **Termination.** Either party may terminate this Agreement with fourteen (14) days written notice, without cause or penalty. In the instance of termination by written notice, Contractor shall provide the City a final invoice showing all amounts due within seven (7) days of termination of this Agreement. The invoice shall be due and payable upon receipt by City in accordance with its regular payment practices.
10. **Survival of Obligation.** This Agreement shall automatically terminate upon death of Contractor, but the obligation for payment for work performed shall survive termination. In the instance of Contractor's death, all amounts owed shall be paid within thirty (30) days of Contractor's death, regardless of invoicing. Such payment(s) shall be made payable to "Estate of Mark Ledbetter" care of the address provided by Contractor under Notices.

11. **Notices.** Notices, if required, should be sent to:

If to City:

City of Leonard
111 Collin Street
Leonard, Texas 75452

If to Contractor:

Mark Ledbetter
2504 Rothland Lane
Plano, TX 75023

With a copy to:

Messer Fort, PLLC
6371 Preston Road, Ste.200
Frisco, Texas 75034

12. **Confidential Information.** Contractor will perform services for City which may require City to disclose confidential and proprietary information to Contractor or which may require City to grant authorization to Contractor to make or enter financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature or description concerning matters affecting or relating to Contractor's services for the City, business operations of the City and/or, employee data, products, projects, drawings, plans, processes or other data of City. For financial and legal transactions, Contractor shall obtain authorization from City prior to entering into such transactions. Contractor further agrees:

- A. To use reasonable network and data security to protect City.
 - B. Not to reproduce Confidential Information or use the information for any purpose other than the performance of the work specified under **Exhibit "A."**
 - C. That upon request or upon termination of this Agreement, to deliver to City any notes, documents, equipment or material received from City created by or originating from Contractor's activities for City.
 - D. City shall have the sole right to determine the treatment of any information that is part or project described under **Exhibit "A,"** including the right to keep any information confidential and proprietary.
13. **Release and Waiver of Rights.** Contractor agrees that City is not responsible for the payment of taxes or withholding a portion of the compensation for the payment of taxes resulting from the Contractor's engagement with City. Contractor irrevocably and unconditionally releases City and its current and former elected and appointed officials, and its current and former directors, officers, managers, agents, employees, representatives, attorneys and affiliates, jointly and individually, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, losses, causes of action, suits, proceedings, rights, costs, fees, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, arising under federal, state or local law, which Contractor now has, or which they had at any time prior to the execution of this Agreement, against each, all, or any of the Releasees (collectively "Claims" and each a "Claim"). This release and waiver of rights is binding upon the parties and their heirs, administrators, representatives, executors, successors and assigns.
14. **Liability Protection.** THE CITY AGREES TO PURCHASE A LIABILITY RIDER OR INSURANCE POLICY ON BEHALF OF CONTRACTOR FROM TMLIRP. OTHERWISE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO TEXAS CIVIL PRACTICE & REMEDIES CODE CHAPTER 102, THE CITY AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR FROM ANY AND ALL DEMANDS, CLAIMS, SUITS, ACTIONS, JUDGMENTS, EXPENSES AND ATTORNEYS' FEES INCURRED IN ANY LEGAL PROCEEDINGS BROUGHT AGAINST CONTRACTOR IN THE CONTRACTOR'S INDIVIDUAL OR OFFICIAL CAPACITY AS INTERIM JUDGE, PROVIDING THE INCIDENT(S), WHICH IS (ARE) THE BASIS OF ANY SUCH DEMAND, CLAIM, SUITS, ACTIONS, JUDGMENTS, EXPENSES AND ATTORNEYS' FEES, AROSE OR DOES ARISE IN THE FUTURE FROM AN ACT OR OMISSION OF CONTRACTOR, AS A CONTRACTOR OF THE CITY, ACTING WITHIN THE COURSE AND SCOPE OF THE CONTRACTOR'S CONTRACT WITH THE CITY; EXCLUDING, HOWEVER, ANY SUCH DEMAND, CLAIM, SUITS, ACTIONS, JUDGMENTS, EXPENSES AND ATTORNEYS' FEES, FOR THOSE CLAIMS OR ANY CAUSES OF ACTION WHERE IT IS DETERMINED THAT THE CONTRACTOR COMMITTED OFFICIAL MISCONDUCT, OR COMMITTED A WILLFUL OR WRONGFUL ACT OR OMISSION, OR AN ACT OR OMISSION CONSTITUTING GROSS NEGLIGENCE, OR ACTED IN BAD FAITH; AND EXCLUDING ANY COSTS, FEES, EXPENSES OR DAMAGES THAT WOULD BE

RECOVERABLE OR PAYABLE UNDER AN INSURANCE CONTRACT, HELD EITHER BY THE CITY OR BY THE CONTRACTOR. A LEGAL DEFENSE MAY BE PROVIDED THROUGH INSURANCE COVERAGE, IN WHICH CASE THE CONTRACTOR'S RIGHT TO AGREE TO LEGAL COUNSEL PROVIDED FOR HIM WILL DEPEND ON THE TERMS OF THE APPLICABLE INSURANCE CONTRACT. TO THE EXTENT THIS PARAGRAPH EXCEEDS THE AUTHORITY PROVIDED AND LIMITATIONS IMPOSED BY TEXAS CIVIL PRACTICE & REMEDIES CODE, CHAPTER 102, IT SHALL BE CONSTRUED AND MODIFIED ACCORDINGLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, EXPIRATION OR OTHER END OF THIS AGREEMENT.

15. **Appropriation.** The Leonard City Council ("Council") has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unobligated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.
16. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes shall reside in Fannin County, Texas.
17. **Amendments.** This Agreement represents the full and complete agreement between the City and the Contractor and supersedes any and all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.
18. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision was not included.
19. **Counterparts.** This Agreement may be executed by the parties in multiple counterparts, each of which when executed and delivered shall be an original. All such counterparts shall constitute an original if signed by only one party but together signed by all the parties to the Agreement.
20. **Immunity.** The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
21. **Waiver.** Waiver by either Party of a breach, default, delay or omission under this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

CITY OF LEONARD, TEXAS

By: 
Michael Pye, Mayor

CONTRACTOR

Mark Ledbetter

EXHIBIT "A" SERVICES

Alternate or Temporary Municipal Judge Job Description

The Alternate or Temporary Municipal Judge is responsible for maintaining and upholding local judicial rules and administrative policies to ensure the efficient operation of municipal court of the City of Leonard, Texas. This involves managing court resources and ensuring compliance with state and local laws and regulations. This function also includes supervising court personnel and managing case dockets for the court. An act performed by any Alternate or Temporary Municipal Judge is binding on all parties to the proceeding.

The City Council appoints the Alternate or Temporary Municipal Judge to serve for a term of ninety (90) days with the option to extend the term by thirty (30) day increments and reappointment by the City Council.

Requirements-

ESSENTIAL JOB FUNCTIONS:

- Following local judicial rules of practice and procedure, including rules and procedures not inconsistent with state law and city ordinances, as necessary for the orderly processing and adjudication of cases in the municipal courts.
- Alternate or Temporary Municipal Judges shall have the judicial and magisterial duties conferred upon them by state law.
- Alternate or Temporary Municipal Judges shall take notice of state law, the ordinances of the city, and the territorial limits of the City of Leonard, Texas.
- Alternate or Temporary Municipal Judges have all the powers and duties of the Presiding Judge assigned by the city ordinance.

OTHER JOB FUNCTIONS:

- An Alternate or Temporary Municipal Judge is a magistrate and may issue administrative search warrants, subpoenas, and other judicial documents as appropriate.
- Maintain a central docket for cases filed within the territorial limits of the municipality.
- Request the jurors needed for cases that are set for trial by jury.

MINIMUM QUALIFICATIONS:

- Be a resident of the state of Texas and Fannin County;
- Be a citizen of the United States;
- Be a licensed attorney in good standing with the Texas bar; and
- Have two or more years of experience in the practice of law in the state of Texas.