

PROFESSIONAL SERVICES CONTRACT FOR ASSOCIATE MUNICIPAL COURT JUDGE

THIS AGREEMENT is entered into by and between the City of Tomball (hereinafter referred to as “the City”), and Barbara Cindy Bennett Smith, (hereinafter referred to as “the Contractor.”).

WHEREAS, the City has determined the need to have Associate Municipal Court Judge services provided on a contract basis, and

WHEREAS, the Contractor has the qualifications to serve as Associate Municipal Court Judge for the City; and

WHEREAS, the parties have agreed to certain terms and conditions for the provision of services Associate Municipal Court Judge service, **by Contractor**,

Now, therefore, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. Services. The Contractor will serve as one of the Associate Judges of the City’s Municipal Court for the term of this Agreement. The Associate Judge will perform all the duties of the Presiding Judge when the Presiding Judge is absent or unable to perform his or her duties. The Associate Judge reports to and are supervised by the Presiding Judge. The Presiding Judge will establish or approve the schedules and assignment of the Associate Judge as needed to perform duties as magistrate and court docket hearings.

2. Qualifications. During the term of this Contract, the Contractor will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of a Municipal Court Judge. All Associate Judges will be required to complete annual training in areas specific to Municipal Court.

3. Payment. The City will pay the Contractor as follow: \$350 per docket (court session), \$350 for training as one docket, \$200 per out of county magistration call, \$150 per in county magistration call, and \$150 per blood warrant. The City will pay for the registration and the CLE credit required for the Contractor’s annual training. The Contractor shall submit an invoice of fees at the end of each month. The City shall remit payment to the Contractor within thirty (30) days of receipt of the Contractor’s invoice.

4. Term. This contract is effective upon the latest date of the dates executed by the parties and will expire on August 6, 2027. Upon expiration, this contract may be renewed for a two-year period only by written approval of both parties.

5. Termination. This Agreement may be terminated for any reason by either party giving sixty (60) days written notice.

6. Independent Contractor. The Contractor will perform the duties of this Contract as an independent contractor of the City and not as an employee. As such, The Contractor is not

entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. The Contractor is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract. The City will pay for registration of required annual judge training.

6. Assignment. The Contractor may not assign this Contract without the prior written consent of the City.

7. Law Governing and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Harris County. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.

8. Entire Agreement. This Contract represents the entire agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

9. Prior Contracts. Any prior agreement relating between the parties relating to the same matter is terminated on the effective date of this Contract.

CITY OF TOMBALL

Barbara Cindy Bennett Smith

David Esquivel

City Manager

Date: _____

Barbara Cindy Bennett Smith

Date: _____

ATTEST/SEAL:

Thomas Harris, III
City Secretary