

THE STATE OF TEXAS §
COUNTY OF COLLIN § EMPLOYMENT AGREEMENT
§

This agreement ("Agreement") is made and entered into by and between the City of Allen, Texas (the "City"), and Donald McDermitt ("McDermitt ") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage and provide for the compensation of McDermitt, as an independent contractor and not as an employee, to serve as the Alternate Municipal Court Judge as provided by the City Charter and State Law; and

WHEREAS, McDermitt desires to provide services to the City as an Alternate Municipal Court Judge on the terms and conditions provided in this Agreement;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Section 1. Scope of Services

City hereby engages McDermitt, and McDermitt hereby agrees to provide services as the Alternate Municipal Court Judge every other calendar weekend or as mutually agreed to by McDermitt and the Municipal Court Judge during the term hereof in the capacity of a magistrate serving in the absence of the Municipal Court Judge, including, but not limited to, performing arraignments in the Allen City Jail, reviewing and signing arrest, blood, and search warrants, and magistrate Juveniles for the purpose of obtaining voluntary statements. The Alternate Municipal Judge shall also preside over the Municipal Court in the absence of the Municipal Court Judge, including, but not limited to, presiding over regularly scheduled docket hearings and trials. The Alternate Municipal Court Judge shall preside over Teen Court trials, which are scheduled on two evenings a month from September through May, and one evening per month during the summer.

The Alternate Municipal Court Judge shall provide assistance as needed to the Municipal Court Judge regarding the City's warrant round ups as scheduled.

Section 2. Term

McDermitt shall provide services to the City as Alternate Municipal Court Judge beginning January 1, 2021, through and including December 31, 2022. A performance and contract review shall be conducted annually. This Agreement shall automatically terminate without notice in the event McDermitt resigns or is removed from office as the Alternate Municipal Court Judge by the City Council. In the event of resignation or removal from office, McDermitt shall be paid for services rendered as of the date of termination or resignation. Nothing contained herein shall be construed to limit or prohibit the City Council from removing McDermitt as the Alternate Municipal Court Judge or to terminate this Agreement under the City Charter and applicable State Law.

Section 3. Compensation

City agrees to pay McDermitt for services rendered herein the sum of \$134.00 per hour for the term of January 1, 2021 through December 31, 2021, and the sum of \$138.00 per hour for the term January 1, 2022 through December 31, 2022, with a minimum 1-hour guarantee for all services actually rendered. The City shall provide payment for services within 15 days after receipt of an invoice submitted by McDermitt to the City's Finance Department.

Section 4. Notice

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or McDermitt, as the case may be, at the address set forth below the signature of the Party.

Section 5. Entire Agreement

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

Section 6. Successor and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned without the prior written consent of the City.

Section 7. Governing Law

This Agreement is governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in Collin County, Texas. Exclusive venue shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 8. Amendment

This Agreement may be amended by the mutual written agreement of the Parties.

Section 9. Legal Construction

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 had never been contained in it.

Section 10. Independent Contractor

It is understood and agreed by and between the Parties that McDermitt, in satisfying the conditions of this Agreement, is acting independently, and that the City does not assume any responsibility or liability to any third-party in connection with these actions. All services to be performed by McDermitt pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. McDermitt shall supervise the performance of his services and shall be entitled to control

the manner and means by which his services are to be performed, subject to the terms of this Agreement. City agrees during the term of this Agreement, at its costs, to obtain and maintain public official liability insurance covering the acts and omissions by McDermitt in the scope of his duties and responsibilities as Alternate Municipal Court Judge.

Section 11. Training

McDermitt agrees to participate in all required professional training related to the position of Alternate Municipal Court Judge. The City shall pay for all local (within the DFW metro area) training that has been approved in advance by the City Manager or designee. Registration costs associated with required professional training outside of the DFW area shall be paid by the City, however, all travel, lodging, and meal expenses shall be the responsibility of McDermitt.

Section 12. Effective Date

This Agreement shall become effective January 1, 2021.

[Signature Page to Follow]

EXECUTED this ____ day of December 2020.

DONALD R. MCDERMITT

CITY OF ALLEN, TEXAS

By: _____

Donald R. McDermitt

Address: 301 Century Parkway
Allen, Texas 75013

By: _____

Eric Ellwanger
City Manager

305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____

Shelley B. George, TRMC, CMC
City Secretary