

**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 Cynthia Porter Gore ("Gore") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, City desires to employ the services of said Gore as Judge of the Municipal Court of the City of Allen, Texas, as provided by City Charter and State law; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Gore; and

WHEREAS, Gore desires to accept employment as Judge of the Municipal Court of the City of Allen, Texas; and

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

Section 1. Duties

City hereby agrees to employ Gore as Judge of the Municipal Court to perform the functions and duties specified in the City Charter, City Code, State law and to perform such other duties and functions as the City Manager shall from time to time assign. The Judge of the Municipal Court shall be under the direction and control of the City Manager. The primary duties shall include, but are not limited to, the following:

- (1) Preside over all municipal court proceedings;
- (2) Arraign all adult prisoners daily;
- (3) Arraign all juveniles prior to interviews by State;
- (4) Execute all arrest warrants;
- (5) Execute all court warrants;

- (6) Perform such other duties as assigned by the City Council and/or the City Manager that may be commensurate with the position of Municipal Court Judge; and
- (7) Perform all other administrative duties of a Municipal Court Judge as may be provided by ordinance, resolution of the City Council, or applicable State laws.

Section 2. Terms

- A. Gore shall serve as Judge of the Municipal Court commencing on January 1, 2019 and expiring on December 31, 2020 but may be removed for cause at any time in accordance with the provisions of this Agreement, the City Charter and State law. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Gore as an employee or to remove Gore from the position of Judge of the Municipal Court in accordance with the City Charter and State law.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Gore to resign at any time from the position of Judge of the Municipal Court.
- C. Gore agrees to remain in the exclusive employ of City, and neither to accept other employment nor to become employed by any other employer. The term employed shall not be construed to include occasional teaching, writing, consulting, mediation, military reserve service or part time work performed on Gore's time off which does not conflict with, or is incompatible with, the duties as Municipal Court Judge.
- D. The City Manager of the City of Allen shall be the designated supervisor of the day to day administrative duties of the position; however, nothing contained herein shall be construed so as to be interpreted as to interfere with the judicial functions of the position.

Section 3. Salary; Benefits

- A. City agrees to pay Gore for services rendered pursuant hereto, an annual base salary of \$132,000.13 payable in installments at the same time as other full-time employees of the City are paid and subject to the same applicable deductions for Gore benefit contributions.

- B. Upon determination by the City Manager that Gore is performing the duties of Judge of the Municipal Court in an acceptable manner, the City Manager may increase the annual base salary in such amount and to the extent as the City Manager may determine is appropriate based on an annual performance evaluation by the City Manager. Said increase will be reflected in the first pay period following the anniversary of the date of employment.
- C. City agrees to provide Gore the same benefits relating to health care, vacation, sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or maybe amended, that apply to other full-time employees.

Section 4. Performance Evaluation

The City Manager shall conduct an annual performance review of Gore prior to January 1st of each calendar year.

Section 5. Hours of Work

Gore shall devote her primary working time, energy, skill, and best efforts to the performance of her duties hereunder in a manner that will faithfully and diligently conform to the appropriate standard of care, and further the legitimate professional and business interests of the City. Gore shall be required to maintain regular office hours as may be required to maintain full time employment status with the City. In addition, Gore shall be on call at all times to perform arraignments and sign warrants, or otherwise discharge the duties required herein. Gore freely acknowledges that the hours during which she shall perform the job duties set forth herein may vary from time to time, both in terms of total hours per week or time of day.

Section 6. Notices

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 Gore as the case may be at the address set forth opposite the signature of the Party.

Section 7. 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 8. 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 assigns.

Section 9. 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.

Section 10. Amendment

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

Section 11. 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.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2019.

CYNTHIA PORTER GORE

By:  _____

Cynthia Porter Gore
Municipal Court Judge

Address: 301 Century Parkway
Allen, Texas 75013

CITY OF ALLEN, TEXAS

By: _____

Peter H. Vargas
City Manager

305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____

Shelly B. George, TRMC,
CMC City Secretary