

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the City desires to enter into an agreement with Amanda Carter to provide professional services as the Municipal Judge for the City of Elgin, Texas: and

WHEREAS, Amanda Carter has the necessary expertise, training, background information and experience to act as the Municipal Judge:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. Amanda Carter shall provide professional services to the City of Elgin in the capacity of Municipal Judge. She shall perform all the duties of the Municipal Judge as set forth in the City Charter of Elgin, Texas and as set forth in all applicable sections of the Texas Code of Judicial Conduct and other applicable laws of the State of Texas.
2. Judge Carter shall be paid a bi-weekly fee of \$1,231.00 to be paid on the same day or days that employees of the City are paid.
3. Judge Carter shall be reimbursed for all reasonable and necessary expenses she incurs on behalf of the City. The City Manager shall have the right to impose reasonable restrictions on expenses Judge Carter may incur on behalf of the City.
4. Judge Carter shall be provided mileage at the same rate as paid to City employees, except for travel to and from work. Judge Carter will provide the City with a mileage report detailing miles driven for each day during the month.
5. Judge Carter shall magistrate all Elgin Police Department arrests, whether misdemeanors or felonies; and shall be paid a \$75.00 trip charge to Bastrop for said magistrations, contingent upon submission to the Finance Director invoices indicating date of magistrations and person magistrated. The Municipal Judge shall only be paid for trips to adjudicate persons arrested by the Elgin Police Department or other agency by an Elgin Police Department warrant.
6. Judge Carter shall not be considered an employee of the City and shall not be provided City benefits. She is an independent contractor and shall always maintain that relationship to the City.
7. This agreement is for a term of two (or four) years, ending on September 30, 2021. The extension or termination of this Contract shall occur on or before the end of said two-year term.
8. In addition to the duties stated herein, Judge Carter shall perform the following actions:
 - a. All magistrations shall be conducted where the defendants are located, unless otherwise requested by the Elgin Chief of Police.

- b. Judge Carter shall exercise judicial discretion in signing all arrest warrants and sign them as soon as practicable. If an arrest warrant is not signed, Judge Carter will discuss why the warrant was not signed with the officer involved.
 - c. Judge Carter shall always endeavor to be available to assist the Elgin Police Department, although the City recognizes there are reasonable limitations to said availability. To assist in this regard, the City will consider the appointment of an Associate Judge to serve in a limited capacity as Municipal Judge at such times that Judge Carter is unavailable.
 - d. Judge Carter shall schedule quarterly meetings with the City Manager and the Chief of Police.
 - e. Judge Carter shall provide the Elgin Police Department and Municipal Court a listing of all prisoners magistrates each month and the date of magistrations.
9. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the laws of the United States of America applicable to transactions in that state and all obligations of the parties created under this Agreement are performable in Bastrop County, Texas.
10. This Agreement shall be binding on and insure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided with the Agreement.
11. In case 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 provision of the Agreement, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of it.
12. This Agreement constitutes the sole and only agreement of the parties to it and 12. supersedes any prior understandings or written or verbal agreements between the parties respecting this subject matter.
13. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

14. This Agreement and all other copies of this Agreement. insofar as they relate to the rights, duties, and remedies of the parties shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts. each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Unless otherwise provided within this Agreement, any notice, tender, or delivery to be given under this Agreement by either party to the other may be made by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received as of the date of mailing.

16. This Agreement may not be changed, terminated, or modified orally or in any manner other than by an Agreement in writing signed by all the parties to this Agreement.

Dated: _____ October 1, 2019

City of Elgin:

By: _____
Chris Cannon, Mayor

Date:

By:
Amanda Carter, Municipal Judge

Date:

Submit to:
SECRETARY OF STATE
Government Filings Section
PO Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Amanda Carter do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Municipal Judge

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Submit to:
SECRETARY OF STATE
Government Filings Section
POBox 12887
Austin, TX 78711-2887
S12-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I **Amanda Carter**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Municipal Judge** of the State of Texas, and will to the best of my abilities, protect, defend the Constitution and laws of the United States and of this State, so help me

Signature of Officer

State of Texas)

County of Bastrop)

Sworn to and subscribed before me this _____ day of _____, 2019

(seal)

Signature of Notary Public or Other Officer
Administering Oath

Printed or Typed Name