MUNICIPAL JUDGE AGREEMENT

This Agreement is made by and between the City of Saginaw, Texas ("City") and Lorraine Irby ("Irby"), for the purpose of documenting the terms and conditions under which Irby will serve as municipal court judge for the City. It shall be performed in and is enforceable in Tarrant County, Texas.

Recitations:

1. Irby desires to contract with the City to serve as municipal court judge.

2. City desires to contract with Irby as an independent contractor to provide services as a municipal court judge.

Agreements:

1. Irby, while serving as municipal judge, has all the powers and shall discharge all the duties of a municipal judge, and shall serve at the pleasure of the City Council. Irby is expected to work the hours necessary to fulfill the obligations of the municipal judge in order to operate the *Municipal Court of Record of the City of Saginaw* in an efficient manner. The essential functions of the municipal judge include, but are not limited to:

   a. presiding over trials and other court proceedings (including bench and jury trials);
   b. accepting pleas;
   c. processing appeals;
   d. supervising the maintenance of official records of proceedings and the court;
   e. conducting arraignments and performing the duties of magistrate under State law;
   f. signing of warrants and issuance of subpoenas;
   g. administering juvenile warnings; and
   h. other functions established in the City's job description for the municipal judge.

2. City agrees to pay Irby $45,360 per year for such services, payable in monthly installments on the first day of each month following a month of service, and annual Judicial Training expenses not to exceed $300.

3. Irby agrees that she is an independent contractor and is not entitled to any City

benefits, such as health insurance, vacation, or retirements.

4. The term of this agreement shall be effective on the date of mutual execution hereof and shall terminate on the one year anniversary of Irby's appointment by the City Council, which is January 31, 2024, unless sooner terminated by either party.

5. This agreement may be terminated by either party without cause upon fifteen (15) days written notice to the other party, and in the case of termination by the City upon compliance with Section 6.08(1) of the City Charter. Upon termination, neither party shall have any further obligation to the other under such agreement or for the termination thereof. It shall terminate immediately should Irby become permanent disabled or disqualified from performing such services.

6. This agreement is made contingent upon appropriations for the funding hereof.

7. This agreement supersedes all other agreements, whether oral or written, between the parties with respect to the engagement of the municipal judge.

8. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

CITY OF SAGINAW

_____ By: _____

Lorraine Irby Todd Flippo, Mayor

Dated:_____ ATTEST:

_____

Janice England, City Secretary

Dated:_____