

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN JOHNSON COUNTY, TEXAS
AND
RUTH BROWN
FOR
MAGISTRATE SERVICES AT THE
JOHNSON COUNTY LAW ENFORCEMENT CENTER**

This Professional Services Agreement (hereinafter referred to as the "Agreement") is entered into between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County", and RUTH BROWN (hereinafter referred to as "Contractor") for magistrate services at the Johnson County Law Enforcement Center (hereinafter referred to as the "Center").

WHEREAS, County operates the Center used for the detention of adult males and females who are arrested by the law enforcement agencies of Johnson County, Texas; and

WHEREAS, pursuant to Article 15.17 of the Texas Code of Criminal Procedure, a person arrested for a criminal offense is afforded the right to be brought before a magistrate, as defined by Article 2.09 of the Texas Code of Criminal Procedure, to be informed in clear language of the accusation against him/her, and of the person's right to request the appointment of counsel if the person cannot afford counsel; and

WHEREAS, County desires to provide a magistrate at the Center on Saturdays, Sundays, Holidays, and days when Justice of the Peace Precinct No. 1 Ronald McBroom is unavailable, to meet the various requirements set forth in the Texas Code of Criminal Procedure; and

WHEREAS, Contractor, is a magistrate of Johnson County, Texas, and has agreed to provide magistrate services, pursuant to the Texas Code of Criminal Procedure, on Saturdays, Sundays, Holidays and days when Justice of the Peace Precinct No. 1 Ronald McBroom is unavailable, for those persons arrested and detained at the Center.

NOW THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties mutually agree as follows:

1.

Contractor, a magistrate of Johnson County, Texas, agrees to provide magistrate services at the Center for those persons who are arrested by the law enforcement agencies of Johnson County and detained at the Center, at times as requested by Justice of the Peace, Precinct Number 1 Ronald McBroom, due to his being unavailable and said request for magistrate services may be for any day of the week, including Saturdays and Sundays, and may also include Holidays. County and Contractor agree and understand that Contractor has complete and sole discretion as to the time to begin and end said magistrate services and the total amount of time spent per day in performing said magistrate services at the Center. Contractor agrees and

understands that this Agreement is for Contractor to fulfill the requirements of the Texas Code of Criminal Procedure as to the persons being detained at the Center.

2.

The parties agree and understand that Contractor is an independent contractor and nothing in this Agreement is intended to be, or should be construed to, create any employee/employer relationship. Contractor further agrees and understands that Contractor is responsible for his/her withholding and employment taxes and that Contractor is not participating in County's retirement plan or receiving any employee benefits of County.

3.

County shall pay Contractor the sum of One Hundred and No/100 Dollars (\$100.00) for each day that Contractor shall perform magistrate services at the Center. County and Contractor agree and understand that Contractor is to receive said stated sum per day regardless of the amount of time spent at the Center on the day being invoiced for payment. Contractor shall invoice the County each month and shall send said invoice to Kirk Kirkpatrick, County Auditor, Johnson County Courthouse, 2 North Main Street, Cleburne, Texas 76033. Within thirty (30) days of receipt of said invoice, the County shall pay the invoice amount.

4.

The parties agree and understand that the County is not providing any insurance coverage or payment for any insurance coverage for Contractor in the performance of the duties and responsibilities in fulfilling the obligations of this Agreement. Contractor shall provide, at his/her own expense, liability insurance coverage and also shall provide workers' compensation coverage as required pursuant to Chapter 401 of the Texas Labor Code.

5.

The term of this Agreement shall begin on December 22, 2014 and end on December 21, 2015, unless terminated earlier pursuant to the terms of this Agreement.

6.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

7.

The parties agree that this Agreement, and any disputes arising under this Agreement, will be governed by and construed in accordance with the laws of the State of Texas. The parties agree that the venue for any dispute arising under this Agreement will lie exclusively in the State Courts located in Johnson County, Texas or the United States District Court located in the Dallas Division of the Northern District of Texas.

8.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may be amended or modified only by the mutual written agreement of authorized representatives of the parties.

9.

By his or her signature below, each signatory individually certifies that he or she is the properly authorized agent or officer of the applicable party hereto and has the requisite authority necessary to execute this Agreement on behalf of such party, and each party certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

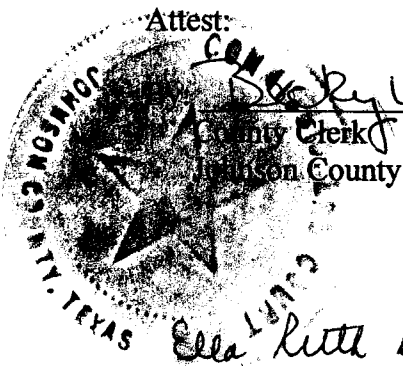
IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this Agreement as of the date shown.

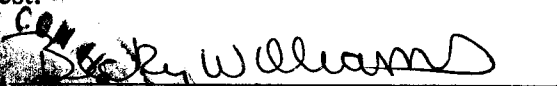
Johnson County

By: 
Roger Harmon
County Judge

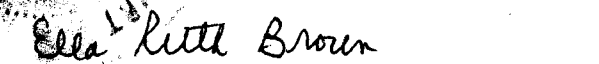
Date: 12/22/14

Attest:




County Clerk
Johnson County

Date: 12/22/14


Ruth Brown
Contractor

Date: 12-15-14