

PROFESSIONAL SERVICES CONTRACT

This Contract is made between the **City of Sugar Land, Texas, (the City)**, and **Nancy Lusk (Lusk)**.

1. Services. Lusk will serve as one of the associate judges of the City's municipal court. The associate judge performs all the duties of the presiding judge when the presiding judge is absent or unable to perform his or her duties. The associate judges report to and are supervised by the presiding judge. The presiding judge will establish or approve the schedules and assignment of the associate judges as needed.

2. Qualifications. During the term of this Contract, Lusk will remain a licensed member of the State Bar of Texas and meet all the requirements imposed by law to perform the duties of a municipal court judge.

3. Payment. The City will pay Lusk \$100.00 per hour for the duties performed under this Contract. Lusk will comply with any City required time-keeping procedures for this Contract.

4. Term. This Contract is effective on October 1, 2023 through September 30, 2024, unless sooner terminated as provided in this Contract. On October 1, 2024 and on October 1 of every even-numbered year thereafter, this Contract will automatically renew for a two-year term, unless sooner terminated as provided in this Contract.¹

5. Termination. Lusk serves as an associate judge at the pleasure of the City's city council. Either party may terminate this Contract at any time, with or without cause.

6. Independent Contractor. Lusk will perform the duties of this Contract as an independent contractor of the City and not as an employee. As such, Lusk is not entitled to any medical, disability, sick leave, vacation, retirement, or other benefits received by City employees. Lusk is responsible for the payment of federal income taxes, social security payments, and other governmental impositions arising from this Contract.

7. Assignment. Lusk may not assign this Contract without the prior written consent of the City.

8. Law Governing, Venue, and Attorney Fees. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas. If either party files and prosecutes a lawsuit relating to this Contract, neither party will be entitled to the award of attorney's fees.

¹ Section 29.005 of the Government Code provides as follows:

The judge of a municipal court serves for a term of office of two years unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the appointing authority, continue to serve for another term of office beginning on the date the previous term of office expired.

9. Entire Contract. This Contract represents the entire agreement between the City and Lusk and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

10. Prior Contracts. Any prior agreement relating between the parties relating to the same matter is terminated on the effective date of this Contract.

CITY OF SUGAR LAND

NANCY LUSK

Michael W. Goodrum, City Manager

Date: _____

By: Nancy E. Lusk
Title: Associate Judge

Date: 8-29-23

ATTEST/SEAL:

Natalie Serrano, Interim City Secretary

Approved as to Form:

DAnn Shea Snick