

August 05, 2014

Mr. David N. James
275 Jackson Circle
Kerens, Texas 75144-6183

Re: Interim Chief of Police, City of McKinney

Dear David:

On behalf of the City of McKinney, I am delighted that you have agreed to serve the City as the Interim Chief of Police. Your temporary appointment is subject to the following terms and conditions:

- You will serve as Interim Chief of Police until such time as a permanent Chief of Police is hired and for one month thereafter to provide advice and assistance as a consultant during a transition period. It is anticipated that you will serve for at least 6 months. In the event that a permanent Chief of Police is not hired within 6 months you agree to work on a month-by-month basis until such time as a permanent Chief of Police is hired, and for another month thereafter to provide advice and assistance as a consultant during a transition period;
- Your job duties as Interim Chief of Police shall be the same as those specified for the Chief of Police, subject to this correspondence;
- It is agreed that the proper performance of the Interim Police Chief's duties require the Police Chief to generally observe normal business hours of 8:00 am to 5:00 pm, Monday through Friday, and will also often require the performance of necessary services outside of normal business hours. You shall work normal duty hours, five (5) days per week with the flexibility to alter your daily schedule in order to fulfill the duties of the position. You agree to devote such additional time as is necessary for the full and proper performance of the Interim Police Chief's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted, such as is customary so long as the time off does not interfere with the normal conduct of the office of the Interim Police Chief. You will devote full time and effort to the performance of the Interim Police Chief's duties, and with the prior consent of the City Manager, you may accept outside professional employment which does not interfere with the performance of the Interim Police Chief's duties. The term "outside professional employment" means professional services provided to third parties for which the Interim Police Chief is compensated and which are performed on the Interim Police Chief's time off.

- You shall be paid an hourly salary in the sum of \$75.00 per hour or partial hour, at a rate of 40 hours per week, and the hourly salary shall be paid in equal installments on a bi-weekly schedule consistent with the normal City employee pay periods;
- You shall receive a \$400 monthly car allowance and
- \$100 monthly cell phone allowance, which will be paid once a month with the first regular bi-weekly payment each month;
- You will be provided worker's compensation coverage while in the performance of your duties;
- You will be paid for holidays that City employees are paid which occur during your temporary tenure, but you cannot accrue holiday leave;
- You will not receive or be eligible for any other City employee benefits;
- The City shall pay or reimburse the Interim Police Chief for reasonable expenses incurred by the Interim Police Chief in the continuing performance of the Interim Police Chief's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Interim Police Chief for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, mileage, and other expenses incurred in the performance of the business of the City. The Interim Police Chief shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.
- To the extent permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, and Chapter 82, "Personnel," Article IV, "Legal Defense and Indemnification of Officers and Employees," of the Code of Ordinances of the City of McKinney, the City does hereby agree to defend, hold harmless, and indemnify the Interim Police Chief from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Interim Police Chief in the Interim Police Chief's individual or official capacity as a contracted employee and as Interim Chief of Police. The parties agree that the Interim Chief of Police is a City officer for purposes of the foregoing statute and ordinance. The provisions of this Paragraph shall survive the termination, expiration or other end of this Agreement and/or the Interim Police Chief's employment contract with the City.

- You will begin employment as a civilian director on your first day of employment with the City on August 5, 2014. Immediately upon completing the Texas Commission on Law Enforcement documentation for appointment, you will be sworn-in as Chief of Police.

In the event of any uncertainty about job duties and responsibilities, or other matters associated with the City, I am confident that you and I will be able to address any concerns you may have. If the foregoing reflects your understanding and you are agreeable to performing these duties and responsibilities, please sign in the space indicated below. On behalf of the City, its employees and the McKinney Police Department, we are excited to work with you in this interim position.

Sincerely,

Jose R. Madrigal
Deputy City Manager

AGREED TO AND ACCEPTED:

David N. James

Date