

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this '**Agreement**') is entered into as of October 01, 2026, by and between the **City of Mount Vernon, Texas** a municipal corporation (the **City**') and **Stacy Sears**, an independent contractor to serve as Municipal Court Judge (the "**Judge**"). The City and Judge may each be referred to herein individually as a "party" and collectively as the "Parties."

RECITALS:

WHEREAS, in accordance with the Mount Vernon Code of Ordinances the office of Judge of the municipal court shall be filled by appointment by the city council; and,

WHEREAS, the City desires to appoint and engage the services of **Stacy Sears** as the Judge to preside over the Mount Vernon Municipal Court; and,

WHEREAS, the Judge has the requisite expertise to provide such services.

NOW THEREFORE, in consideration of the covenants, representation, warranties and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged the Parties hereby agree as follows:

- I. **Services.** The City agrees to engage the Judge as an independent appointed professional contractor not an employee of the City to serve as the Judge. The Judge agrees to preside over the municipal court dockets which shall include plea or arraignment dockets, non-jury dockets, jury dockets and enforcement dockets as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Judge agrees to perform the service required in the position of Judge and is not limited to a number of hours per week to perform such services. In furtherance of the Services, the Judge shall counsel and advise the City regarding opportunities to improve services, as appropriate, and engage in mitigation of inaccurate information. The Judge shall also assist the Municipal Court Clerk in the development and maintenance of the court records. The City reserves the right to appoint an associate judge or temporary replacement, as necessary.
2. **Docket Schedule.** The Judge shall establish the times and days for the court dockets and retains full authority to change the same from time to time. The Judge shall perform the services required herein at the dockets so established and to which they may be scheduled. If the Judge is unavailable to complete these services, it shall be the duty of the Judge to seek an alternative method of fulfilling these duties first through any other City-appointed Judge or any other Judge with jurisdiction to perform these duties on behalf of the City.
3. **Magistrate/Arraignment/Warrant Duties.** The Judge shall perform magistrate, arraignment and warrant duties related to individuals held in any City holding facility and as otherwise required at other facilities. Such duties shall be performed on an as-needed basis but in all cases these duties shall be completed as described below. The City shall contact the Presiding Judge scheduled for magistrate/arraignment/warrant duties between 8:00 am and 6:00 pm and advise the scheduled Judge of the need for such services. After hours emergency magistrate arraignment and warrant duties may be requested on a limited, emergency basis at the request of the on-call Mount Vernon PD supervisor. Should the services outlined in this section be required the Presiding Judge shall complete such services in a timely manner within the constraints required by the law. If the Judge is unavailable to complete these services, it shall be the duty of the Judge to seek an alternative method of fulfilling his or her duties.

- 4. Administration.** The Judge shall administer the court's operation including coordination of his/her schedule with the schedules of Associate Judges at any day of court for which he/she is not personally presiding, or where they cannot serve as Judge for any case(s) for other reasons, such as conflict of interest. The Judge shall consult with City employees concerning the court operation and arrange for special court settings as necessitated by circumstances. Such special court settings shall only be for dire and unforeseen circumstances and only when a set docket date cannot otherwise be utilized and/or such duties cannot be performed by the Presiding or Associate Municipal Judge who from time to time may be appointed by the City Council.
- Efficiency of Court.** The Judge shall consult and cooperate with the Associate Judges, City Administrator or their designee, the City's prosecutor, and municipal court clerk as to operational methods and procedures and on efforts to improve the operations of the Municipal Court all with the goal of promoting speedy and efficient justice within the Mount Vernon Municipal Court system.
- 5. No Supervisory Capacity.** The Judge acknowledges that the clerk of the Municipal Court is supervised by the City as City administrative employees and that the City Prosecutor serves at the will of City Council. The Presiding Judge does not serve in a supervisory role as to any of these or other employees of the City except with regard to judicial procedures of the court. However, he/she shall consult with the appropriate department head or City Administrator concerning needed improvements or problems that come to his/her attention through his/her service as Judge of the Mount Vernon Municipal Court.
- 6. Term; Termination.** This Agreement shall commence on the 1st day of October, 2026, and terminate in two (2) years. This Agreement may be renewed or extended by a written agreement signed by both Parties. Either Party may terminate this Agreement with or without cause at any time.
- 7. Compensation and Terms.** As consideration for the performance of the Services, the City shall compensate the Judge as follows:
- \$1,500.00 per month flat fee for all services, payable monthly upon receipt to the City of a written invoice for work performed.
 - Payments shall be made within 30 days after receipt of written invoice for work performed.
- 8. Independent Contractor.** This Agreement does not constitute a hiring by either Party. It is the intention of the Parties that the Judge shall have an independent contractor status and not be an employee for any purposes.
- 9. Training.** The Judge must complete the minimum number of hours of instruction annually in the performance of the duties of a Municipal Court Judge as required by the laws of the State of Texas and any applicable rule or statute. The Judge shall ensure that copies of records documenting such training shall be kept on file with the City at all times.
- 10. Conflicts.** The Presiding Judge shall refrain from any activity or employment that might place him/her in a position of conflict of interest with his/her duties for the City.
- 11. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

City: City of Mount
Vernon
109 N Kaufman St.
Mount Vernon TX
75457

Judge: Stacy Sears

12. Integration, Modification, Partial Invalidity and Counterparts. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. All prior agreements and all prior negotiations are superseded by this Agreement. This Agreement may not be modified except by a written document signed by an authorized person on behalf of each Party. This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas (not including the choice of law rules thereof) and all litigation arising out of this Agreement shall be resolved by the state or federal courts sitting in Franklin County, Texas, and each Party hereby irrevocably submits to the jurisdiction of any such court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, this _____ day of _____ - _____, 20____.

City of Mount Vernon

Mayor _____
Greg Ostertag, Mayor

Attest: _____
Angie Pike, City Secretary

Presiding Judge _____
Stacy Sears, Presiding Judge

State of Texas, §
County of Franklin §

Before me, _____, the undersigned notary public, on this day personally appeared _____
and _____, known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed that instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public in and for the State of Texas
My Commission Expires: _____