

**ASSOCIATE MUNICIPAL JUDGE AGREEMENT BETWEEN THE TOWN OF  
PROSPER, TEXAS, AND CAPRICE GARCIA**

**THIS ASSOCIATE MUNICIPAL JUDGE AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND CAPRICE GARCIA** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Town of Prosper, Texas (“Town”), and Caprice Garcia (“Judge”), subject to the following terms and conditions.

***Section 1. Appointment and Term of Service.***

1. The Town, exercising its discretion pursuant to the laws of State of Texas, and in accordance with Section 4.03 of the Town’s Charter and ordinances, hereby appoints Caprice Garcia, a Texas municipal judge, as an Associate Municipal Judge for the Town with all the powers, rights and duties of said appointment and agrees to compensate the Judge for her services as hereinafter set forth.

2. Judge agrees to perform the services of Associate Municipal Judge in accordance with state law, the Town Charter and the Town’s Code of Ordinances, all as may be amended, and to maintain eligibility and the appropriate licenses, as may be required by law to serve in such capacity, commencing on May 1, 2026, and ending on April 30, 2028; however, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of Judge at any time.

3. The Town and Judge agree that Judge shall possess all authority as authorized for Associate Municipal Judges under Texas law.

***Section 2. Duties.***

4. The Judge shall perform the functions and duties specified by the Code of Judicial Conduct, the Town of Prosper Charter and Code of Ordinances, the laws of the State of Texas, and all other applicable laws, and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. Upon request, the Judge shall provide the Town Council with periodic updates about her position and acts taken on behalf of the Town as an Associate Municipal Judge, either in writing or in person at scheduled Town Council meetings.

5. The Judge shall perform all services and duties customarily performed by Associate Municipal Judges in the State of Texas, including but not limited to judicial authorization for blood draws when authorized under state law for suspects alleged to have been driving a motor vehicle while intoxicated, consistent with the suspect’s constitutional, statutory and other legal rights guaranteed by state or federal law.

6. The Judge is required to keep abreast of federal law, state law, pertinent case law and local ordinances which in any way may affect her position as an Associate Municipal Judge. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines.

**Section 3.     *Applicable Terms and Conditions; Termination.***

7.     Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in performing her duties.

8.     Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Judge is not precluded from performing such legal services in maintaining her private practice of law, and nothing construed herein shall preclude her from maintaining her private legal practice.

9.     Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as an Associate Municipal Judge or otherwise knowingly undertake to represent a client on a legal matter against the Town.

10.    In the event Judge voluntarily resigns her position with Town before expiration of the aforesaid term, then Judge shall give Town 30 days' notice in advance, unless the parties otherwise agree.

**Section 4.     *Compensation***

11.    Compensation for the duties performed herein shall be at a rate of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, billed in quarter (.25) hour increments, with a minimum of one hour's compensation guaranteed and to be paid to Judge for services. Duties shall primarily include the review and issuance of warrants for blood draws, as referenced above, presented and prepared by the Prosper Police Department, including the setting aside of a reasonable amount of time to ensure all necessary documents are reviewed and signed as appropriate, when warranted by the law, and to conduct such other services as may be required from time-to-time as an Associate Municipal Judge. Judge shall make herself reasonably available to review and sign such documents, as appropriate, in a timely manner and use her education and professional expertise to ensure that, based on the information provided and/or obtained, all documents are properly completed to promote the enforceability of the same. Judge shall act in an independent, neutral and detached manner in accordance with the law.

12.    Judge shall not be entitled to any employee benefits, including but not limited to vacation leave, sick leave, retirement and pension system contribution, holidays, health insurance, long-term disability insurance, or retirement under the Texas Municipal Retirement System. Judge is an independent contractor, and not an employee of the Town.

13.    The Town shall pay Judge once per month on the last day of each month.

14.    The Town Council will endeavor to periodically evaluate Judge.

15.    The Town understands and agrees that certain judicial training is mandated by the State of Texas for Judge. Such training and expenses associated with such training, and payment therefor, if approved, shall be coordinated with the Town's Finance Director in advance of any

such training.

**Section 5. Bonding**

16. Town shall bear the full cost of any fidelity or other bonds that may be required of Judge under any law or ordinance requiring the same to be paid as a condition of the performance of an obligation or pursuant to duty in connection with Judge's performance of her duties for the Town of Prosper.

**Section 6. General Provisions**

17. This Agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Agreement as so constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

18. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and any venue for any action concerning this Agreement shall be exclusively in Collin County, Texas.

19. In the event, one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**IN WITNESS WHEREOF**, the Town Manager, duly authorized, has signed and executed this Agreement on behalf of the Town, and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

**ACKNOWLEDGED AND ACCEPTED:**

  
\_\_\_\_\_  
Caprice Garcia, Associate Municipal Judge

\_\_\_\_\_  
Mario Canizares, Town Manager  
Town of Prosper, Texas

March 3, 2026  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed