

## **MUNICIPAL COURT JUDGE AGREEMENT**

On or about October 1, 2024, the Mayor of the Town of Prosper, with the concurrence of the Town Council for the Town of Prosper {"Town"}, reappointed David Moore to serve as the Municipal Court Judge ("Judge") for the Town. This Agreement ("Agreement") shall become effective on October 1, 2024, subject to the following terms and conditions for such professional services.

### ***Section 1. Appointment and Term.***

The Judge is appointed in accordance with Section 4.03 of the Town Charter, and upon majority vote of the full Town Council. The Judge shall serve a term of two (2) years, beginning on October 1, 2024, and concluding on September 30, 2026, unless otherwise terminated pursuant to the terms referenced herein.

### ***Section 2. Duties.***

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances, 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 of matters in the Prosper Municipal Court, either in writing or in person at scheduled Town Council meetings.
- b. The Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas including establishing and maintaining a Courthouse Security Committee required by the Judicial and Courthouse Security Act of 2017.
- c. The Judge is required to keep abreast of state law and local ordinances, including state, mandated fees for the Prosper Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

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

- a. The 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 agrees that no property right shall be created by the execution of this Agreement.
- b. The Judge shall serve at the pleasure of the Town Council. This Agreement and the Judge's services may be terminated at any time by the Town Council, with or without cause, and with or without notice.

**Section 4. Municipal Court.**

- a. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- b. Court shall convene the first, second, third and fourth Tuesday and Thursday of every month and the first, second, and fourth Wednesday of each month. The fourth Wednesday being designated for bench and jury trials. The Municipal Court Judge will maintain office hours to complete the necessary post docket work. Virtual court sessions are part of the regular court session and will be available as necessary which may replace one or more scheduled in-person court dates listed in this section.

**Section 5. Compensation and Evaluation.**

- a. As compensation for all required services, and as outlined above, the Town agrees to pay to the Judge according to a monthly retainer compensation plan of Four Thousand Two Hundred and No/100 Dollars. The Town shall pay the Judge once per month within fifteen days of the first of each month based on contract compensation.
- b. The Town Council will endeavor to periodically evaluate the Judge.

**Section 6. General Provisions.**

- a. This Agreement shall constitute the entire understanding and agreement between the parties.
- b. This Agreement shall become effective on October 1, 2024.
- c. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Collin County, Texas.
- d. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- e. The Judge shall comply with all provisions of the Texas Code of Judicial Conduct.
- f. The Judge is an officer of the Town and will be provided insurance coverage for any claims arising in the course and scope of performing his duties to the Town.

**ACKNOWLEDGED AND ACCEPTED:**



David Moore

8/27/24

David Bristol, Mayor  
Town of Prosper, Texas

Date Signed

Date Signed