

## **STATE OF TEXAS**

### **COUNTY OF DENTON**

### **KNOW ALL BY THESE PRESENTS:**

#### **AGREEMENT**

For and in consideration of the mutual terms, conditions and covenants therein contained, the following agreement is entered into by and between the Town of Little Elm, Texas (hereinafter referred to as the "Town") and Patricia Adams (hereinafter referred to as "Adams").

#### **I.**

The Town has appointed Adams as Municipal Judge of the Little Elm Municipal Court of Record for a term of two (2) years. Such term commencing on October 1, 2024 and expiring on September 30, 2026. This agreement is renewable if both parties agree to the terms.

#### **II.**

Adams' services as Municipal Judge are on an on-call basis, and Adams will be reasonably available to perform her role as Municipal Court Judge as requested by the Town. Adams' services as a magistrate for the Town's jail are on an on-call basis, and Adams will be reasonably available to perform her duties as a magistrate as requested by the Town, in accordance with the requirements of the Code of Criminal Procedure. Adams is required to provide her own robe. Adams is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance her abilities to perform as Municipal Court Judge and to enhance the stature of such duties.

#### **III.**

In consideration for her Municipal Judge services, Adams shall receive the compensation in the amount of One Hundred and Fifty and No/100 Dollars (\$150.00) for each hour that Adams performs duties as Municipal Court Judge of the Little Elm Municipal Court of Record from October 1, 2024 until September 30, 2026. Time worked in less than one (1) hour increments shall be billed at the hourly rate set forth for each quarter hour worked by Adams.

In consideration for her services as a magistrate for Town's jail, Adams shall receive One Hundred Fifty and No/100 Dollars (\$150.00) for each hour of magistrate duties performed for Town's jail, with one (1) hour minimum for each call out for such services. After the first hour, time worked shall be billed at the hourly rate set forth above for each quarter hour worked by Adams. Payment by the Town for such services shall be from Town's current funds. The Town makes no warranties or representations as to the amount of work Adams will receive under this Agreement.

#### **IV.**

Adams may be removed from office by the Town at any time for incompetency, misconduct, malfeasance, unsatisfactory performance, or disability or otherwise in accordance with applicable law (including, without limitation, the Town Charter or Town ordinance), rule, or regulation. Adams shall be required to provide at least thirty (30) days' notice of resignation.

#### **V.**

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas (without regard to the conflict of law provisions). The obligations and requirements of the parties hereto are performable in the Town of Little Elm, Denton County, Texas and venue for any dispute relating to this Agreement lies in Denton County, Texas

#### **VI.**

The parties hereto agree that Adams may only serve beyond the term of this Agreement upon the express authorization of the governing body of the Town. The parties agree that this provision shall control over any law, rule or regulation in conflict herewith.

#### **VII.**

This Agreement is executed on behalf of the Town by the Town Manager who is authorized to execute this instrument by Council approved hereto passed and duly recorded in its minutes.

**VIII.**

This instrument shall be the entire agreement and understand between parties hereto and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exit. This Agreement cannot be amended orally.

**WITNESS** the signature of all parties hereto in single or multiple originals on this the 3<sup>rd</sup> day of December, 2024 in Denton County, Texas.

**TOWN OF LITTLE ELM, TEXAS**

**BY:** \_\_\_\_\_  
Patricia A. Adams, Municipal Judge

**BY:** \_\_\_\_\_  
Curtis J. Cornelius, Mayor

**APPROVED TO FORM:**

**ATTEST:**

**BY:** \_\_\_\_\_  
Robert Brown, Town Attorney

**BY:** \_\_\_\_\_  
Caitlan Biggs, Town Secretary

