

**CITY OF COPPELL
ALTERNATE MUNICIPAL COURT JUDGE
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the "Agreement"), dated to be effective the 1st day of October 2018, is entered into by and between the **City of Coppel** ("City"), a home rule municipal corporation situated in Dallas County, Texas, and **Kim Nesbitt** ("Employee").

City and Employee agree as follows:

1. **Employment.** Beginning as of October 1, 2018, Employee will serve and be employed by the City as the Alternate Municipal Court Judge of the Coppel Municipal Court No. 1 pursuant to Section 4.06 of the City's Home Rule Charter and applicable City ordinances. Employee will work no more than 999 hours in City's fiscal year (the "Maximum Work Hours"). Employee is appointed by and serves at the pleasure of the City Council, but will work with the Presiding Judge and the City Manager's Office on day-to-day administrative matters.

2. **Duties.** Employee will perform the duties and responsibilities set out in the Job Description attached hereto as Exhibit "A" and incorporated herein for all purposes and as may be amended from time to time by City. Employee will perform her duties in a professional, courteous, and timely manner. Employee will establish her work hours consistent with the needs and operations of the Court, and if she is unable to maintain her established work hours on a particular day, she will notify the Presiding Judge and/or the other Alternate Municipal Judge and the Court Administrator at least five business days in advance, except in cases of illness or emergency, in which case Employee will provide as much advance notice as possible. In carrying out her duties, Employee further agrees to comply with all applicable federal, state, and local laws, rules and regulations. Employee further agrees to conduct her personal business and regulate her work habits and working hours so as to maintain and increase the goodwill, operations, and reputation of the City. In interacting with City employees, citizens, and others with whom she comes into contact as a Municipal Court Judge, Employee will not engage in any discriminatory or harassing conduct based on race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

3. **Term.** The term of this Agreement is through September 30, 2020, unless sooner terminated as provided herein.

4. **Compensation.** City will pay Employee as follows:

- a. \$125.00 per hour for services rendered, in increments of ¼ hour;
- b. Up to sixteen (16) hours for attendance at continuing judicial education. In years when the Texas Legislature is in session, the Employee may attend additional training associated with legislative changes made as a result of the Session; and
- c. From time to time, Employee is required to work a "call-out." This term refers to time spent by Employee outside her established work hours (including nights, weekends,

and holidays) at the request of City's Police Department to perform prisoner arraignments,

provide magistrate's warnings, and issue search warrants. Time worked immediately before or after established work hours performing such duties is not considered "call-out." Employee will be paid a minimum of one (1) hour per call-out, and thereafter in ¼ hour increments.

Employee will report her time on a weekly basis to the Court Administrator. Employee's compensation will be paid to her net of applicable withholding and in accordance with City's normal payroll schedule.

5. **Employee's Qualifications.** Employee covenants and affirms that she is, and during the term of this Agreement will remain: a Texas resident; a citizen of the United States; an attorney in good standing and licensed by the State Bar of Texas; and, in compliance with the Texas Code of Judicial Conduct. Employee also affirms she has two or more years of experience in the practice of law in the State of Texas. Employee is responsible for any expenses associated with maintaining her Texas bar license. Employee represents and warrants that she has a thorough knowledge of City and Texas laws, including appellate court rulings as they pertain to a court of limited jurisdiction, the Texas Code of Criminal Procedure, the Texas Penal Code, the Texas Rules of Evidence, trial and courtroom procedures, and the functions and operations of a Court of Record.

6. **Court Facilities.** City will provide a courtroom, jury room, office, office furniture, library, law books, and other facilities and supplies necessary for the proper operation of its Municipal Court.

7. **Benefits.** Employee is eligible for all legally mandated benefits (such as PARS and workers' compensation coverage). Employee is not eligible for and will not receive any of City's other employee benefits (such as vacation leave, paid sick leave, other paid time off benefits, retirement benefits, social security, group health insurance coverage, progressive discipline, and disciplinary appeals). City will pay the costs for Employee to attend up to sixteen (16) hours of continuing judicial education plus any training associated with the Texas Legislative sessions in accordance with Section 4 and the City's Travel and Expense Reimbursement policy; hours spent attending continuing legal education will be counted toward the Maximum Work Hours.

8. **Employee's Other Clients.** Employee may provide her professional services to third parties as long as such other work does not interfere or conflict with her duties under this Agreement or reflect unfavorably upon City. Provided, however, that in her private law practice Employee agrees that she will not represent a party who is, or who reasonably may be, adverse to the City or one of its employees, or in a matter wherein the City or one of its employees is, or reasonably may be, a party or witness.

9. **Errors & Omissions Insurance Coverage.** City has an Errors and Omissions insurance policy covering its officers, directors, and elected and appointed officials. This policy covers monetary damages arising out of civil claims resulting from wrongful acts by such individuals while acting within the scope of their duties. City will provide coverage to Employee, in her capacity as the Municipal Court Judge, under its Errors and Omissions policy.

10. **Termination.** Employee may terminate this Agreement by providing the City Manager with thirty (30) days' prior written notice. The City may terminate this Agreement in accordance

with applicable law and its Charter. Any accrued compensation owing to Employee through the date of termination will be paid to Employee in full and final satisfaction of this Agreement.

11. Miscellaneous.

11.1 If any term, covenant, or condition of this Agreement is invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

11.2 Any change or amendment to this Agreement must be in writing and signed by both parties.

11.3 This Agreement contains the entire understanding between the parties.

11.4 Employee may not assign this Agreement.

11.5 This Agreement, and the rights and obligations of the parties, will be governed and construed in accordance with the laws of the State of Texas. Venue will be in Dallas County.

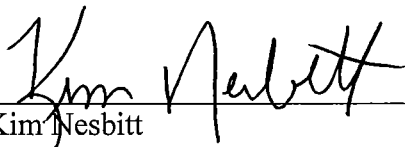
11.6 The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

THE CITY OF COPPELL

Mike Land, City Manager

EMPLOYEE



Kim Nesbitt

EXHIBIT A
ALTERNATE MUNICIPAL COURT JUDGE – JOB DESCRIPTION

Position: Alternate Municipal Court Judge

Status: Exempt

Rev. Date: January 1, 2018



JOB DESCRIPTION

Basic Function

The Alternate Municipal Court Judge is appointed for a two-year term by the Mayor and City Council and presides over the City of Coppel Municipal Court of Record. The main responsibility of the Judge is to administer justice in the disposition of cases involving ordinance or statutory misdemeanor violations within the jurisdiction of the Municipal Court. This position performs job duties with professional independence within the framework of City ordinances and State laws applicable to administration of a court of record and judicial proceedings. Serve at the pleasure of the governing body of the City and may be removed without cause.

Essential Job Functions

- Timely conduct bench and jury trials, accept pleas, process appeals, supervise maintenance of official records of proceedings, and perform duties of magistrate under State law. Set judicial policy and judicial procedure. Coordinates with Presiding Judge in the administration of court procedures for judicial functions.
- Set and review dockets, pleading and trial calendars prior to scheduled sessions of the court; preside at court sessions and arraignments as scheduled; accept pleadings; conduct bench and jury trials as necessary and sentence defendants found guilty; issue court orders and warrants. Conduct hearings and rule on motions, pre-trial hearings and scheduling of cases outside regular sessions of the court; review motions for new trials and make rulings thereon; and, complete other paperwork to process appeals.
- Perform legal research as necessary on matters before the court; study legal periodicals, new laws, and appellate court decisions to maintain current knowledge of judicial developments.

- Follow all rules of procedure contained in the ordinances of the City and State law. Set judicial procedures for court staff to administer. Administer official oaths and affirmations and give certificates thereof, to place persons upon deferred disposition, to issue subpoenas, arrest warrants, search warrants, and all other processes known to the law which municipal courts and municipal courts of record are by law authorized to issue in similar cases.
- Make appropriate notations on the docket as to the disposition of each case.
- Review probable cause affidavits for issuance felony and misdemeanor arrest warrants.
- Perform all municipal judge and magistrate duties required by and in accordance with the laws of the state of Texas.
- Attend planning meetings with Court Administrator, City Manager's Office, and/or Court staff as needed. Facilitate and coordinate court schedules, magistrate coverage and other meetings with Presiding Judge as necessary.
- Comply with the City's Employee Policies & Procedures Handbook, including EEO, Prohibited Harassment, & Complaint Procedure Policy.

Skills/Abilities

The Municipal Court Judge must have the ability to provide training, leadership, and guidance to Municipal Court personnel, as well as the ability to perform detailed tasks accurately and to organize and prioritize work activities. The Alternate Judge must have the ability to establish and maintain effective working relationships with elected officials, City employees, and citizens; analyze evidence and data presented in court, apply existing laws fairly and impartially, and render prompt and equitable verdicts; deal courteously and tactfully with all persons having contact or business with the court; communicate effectively, both orally and in writing, in a manner that will be understood by all parties concerned; execute duties whenever needed or required; and perform all duties in an efficient, competent and professional manner.

Knowledge

The Alternate Municipal Court Judge must have in-depth knowledge of local, state, and federal laws affecting a Municipal Court of Record, and other applicable court policies and procedures. Must meet the minimum mandatory continuing education requirements for Municipal Court Judges as established by the Texas Court of Criminal Appeals/Rules of Judicial Education.

License and Certificates

The Alternate Municipal Court Judge must be a graduate of an accredited law school and a licensed attorney in the State of Texas, in good standing with the Texas Bar Association.

Physical Requirements

In order to successfully perform the daily tasks of this position, the employee needs to be able to: lift and carry various objects and equipment and employ various static and dynamic postures such as handling (gripping & grasping), fingering, turning, talking, hearing, near and far acuity, sitting, squatting, bending, twisting, and balancing.

Working Environment

The Alternate Municipal Court Judge performs job duties indoors. Security measures are in place due to the responsibilities performed by the court. The environment may include abrasive or upset individuals. This position requires occasional travel for meetings and conferences.

Reporting Relationship

The Alternate Municipal Court Judge reports directly to the Mayor and City Council and works with the City Manager's Office on matters related to the efficiency/effectiveness of the Court .

In accordance with the ADA, the City of Coppell is willing to consider any reasonable accommodation.