

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

THIS EMPLOYMENT AGREEMENT (the “Agreement”), dated to be effective the 1st day of October 2024, is entered into by and between the **City of Coppell** (“City”), a home rule municipal corporation situated in Dallas County, Texas, and **Kimberly Lafferty** (“Employee”).

City and Employee agree as follows:

1. **Employment.** Beginning as of October 1, 2024, Employee will be employed by the City to serve as the Alternate Municipal Court Judge of the Coppell 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 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. The Presiding Municipal Court Judge will establish Employee’s work hours consistent with the needs and operations of the Court, and if Employee is unable to maintain her established work hours on a particular day, she will notify the Presiding Judge and the Court Administrator at least five (5) 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, sexual orientation or preference, national origin, disability, age, marital status, pregnancy, military or veteran status, citizenship, genetic information, gender identity or expression, or any other characteristic protected by law.
3. **Term.** The term of this Agreement is through September 30, 2026, 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. On weekends and holidays, on a rotating basis, Employee will be designated as the “on call” Municipal Judge. When designated as “on call”, Employee must timely respond to requests by the City’s Police Department to perform prisoner arraignments, provide

magistrate's warnings, and issue search warrants. Employee will be paid a guaranteed minimum of two (2) hours per day when "on call" whether called out or not. If Employee is called out and works more than two hours, compensation shall be paid in ¼ hour increments after the two-hour minimum is met.

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, legal resources, 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, 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 of this Agreement and the City's Travel and Expense Reimbursement policy; hours spent attending continuing judicial 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 and/or to one of its employees, a City Council member, or the Mayor or in a matter wherein the City or one or more of these individuals 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 an Alternate 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

Michael Land, City Manager

EMPLOYEE

Kimberly Lafferty

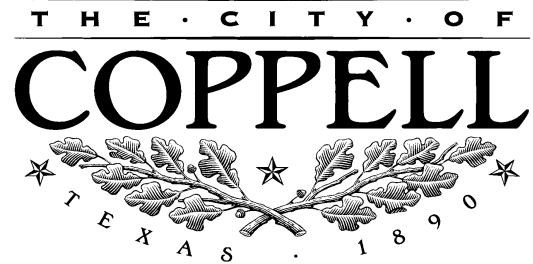
EXHIBIT A
ALTERNATE MUNICIPAL COURT JUDGE – JOB DESCRIPTION

Position: Alternate Municipal Court Judge

Status: Exempt

Rev. Date: November 3, 2022

Level: 4



JOB DESCRIPTION

Basic Function

The Alternate Municipal Court Judge is appointed for a two-year term by the Mayor and City Council. This Judge will perform the duties of magistrate under State law as well as preside as a judge over cases in the Coppell Municipal Court of Record with the primary purpose of administering justice in the disposition of cases involving ordinance or statutory misdemeanor violations within the jurisdiction of the 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. The Alternate Municipal Court Judge will serve at the pleasure of the governing body of the City and may be removed without cause.

This position requires the ability to work outside of typical business hours routinely including weekends, holidays, and evenings due to magistrate duties and “on call” requirements. The Alternate Judge will perform magistrate duties and will be “on call” one or two full weekends per month and some holidays. At times as assigned by the Presiding Municipal Court Judge, the Alternate Municipal Court Judge will preside over municipal court proceedings during the weekdays.

Essential Job Functions

- Perform magistrate duties for detained persons to include provide rights and warnings required by law, review cases for probable cause and/or warrant confirmations, set bail when appropriate, impose necessary bond conditions for release and enter Magistrate’s Orders for Emergency Protection.
- Review time-sensitive search and arrest warrants for probable cause, including after-hours warrants submitted either in person or by electronic means.
- Process legal documents from defendants jailed in other agencies on Coppell warrants and compute any applicable jail credit.

- Administer statutory required warnings for statement of a child.
- Rule on motions filed by attorneys.
- Preside over indigent, show cause, juvenile, pre-trial, ordinance, contempt, plea and failure to appear dockets in the disposition of cases at the Court.
- Process judgments, Alias, capias and capias profine warrants and other legal documents both manually and digitally in the Court's software system.
- Preside over trials by jury and trials by judge.
- Administer official oaths and affirmations and issue subpoenas.
- Conduct legal research as necessary on matters before the court and maintain current knowledge of judicial developments.
- Process appeals and follow all rules and procedures contained in the ordinances of the City and State law.
- Perform other duties as assigned by the Presiding Municipal Court Judge.
- Comply with the City's Employee Policies & Procedures Handbook, including EEO, Prohibited Harassment, & Complaint Procedure Policy.
- Embrace and abide by the City's three anchors related to service and exhibit a commitment to racial equity and equality and fairness for all.

City of Coppel Core Competencies

Technical Competencies

Knowledge and ability to correctly apply professional/specialized expertise; skillfully manage information; properly use tools, equipment, and technology; effectively allocate resources; proactively identify and resolve issues; consistently make sound decisions; correctly execute policy processes and procedures; strictly adhere to/enforce safety polices; consistently produce quality results; proactively plan and organize; consistently provide exceptional customer service.

Human Competencies

Humble: The noble choice to forgo your status, deploy your resources or use your influence for the good of others beyond yourself – a willingness to hold power in service for others.

Motivation of Self & Others: We demonstrate a core desire to serve the Public and the Organization through our commitment, passion, initiative, and drive.

Leadership of Self & Others: We motivate, inspire and influence others to strive towards excellence by being participatory, positive, accountable, team focused, influential in goal achievement, and empowering.

Service-Oriented: We behave in a friendly and professional manner centering on a desire to address the needs of internal and external customers while respecting their rights and dignity by being people-oriented, helpful, understanding, and compassionate.

Trustworthy: We earn the confidence of others by demonstrating both the character and the competence to fulfill our obligations with both integrity and honesty along with ethical, credible behavior.

Relational: We establish trust, cooperation, mutual respect, and support with an objective to improve relationships by valuing diversity and being diplomatic/tactful, cooperative, empathetic, broadminded, flexible, respectful and compassionate/caring.

Communication: We exchange information and ideas in a manner which results in mutually supported decisions for the greater good by sharing thoughts & feelings, and through persuasiveness, assertiveness, empathic listening, conflict resolution and deliberating/debating.

Emotional Maturity: We demonstrate the ability to manage and monitor our emotions and to assess the emotional state of others by understanding stress management, balance, and consistency.

Development of Self & Others: We are committed to improving the knowledge, skills, personal qualifications and performance of ourselves and others through mentoring, coaching, counseling/discipline, delegation, and self-development.

Conceptual Competencies

Organizational Awareness: We are aware of the Organization's structure and culture for how we do business by understanding organizational structure, departmental impact on organization, interdepartmental relations, organizational culture, organizational development and leadership style.

Global Awareness: We stay informed of critical global issues and trends that may impact the Organization by understanding international perspectives, intergovernmental relations, political awareness, media/public relations and legal implications.

Community Awareness: We have a sense of the community's culture and its impact on service delivery by understanding purpose of service, citizen/stakeholder expectations, demographics and branding.

Professional Insight: We thoroughly understand our particular professions and apply the principles and ethics required in the professions' service delivery by applying principles, professional ethics and by understanding futuring/profession trends, legal implications and resource planning.

Innovation: We successfully implement ideas that improve and/or add value to service delivery through creative thinking, risk taking, continuous improvement and by being quality minded and a change agent.

Critical Thinking: We actively and skillfully conceptualize, apply, analyze, synthesize, and evaluate information to reach a sound answer or conclusion by understanding issue/problem identification, analysis, consequences, and by balancing decision factors.

Visioning: We create the future direction of the Organization and understand the efforts and processes needed to achieve it through strategic planning, goal setting, policy development, mission/values and council direction.

Minimum Requirements

This position requires a Juris Doctor degree from an accredited law school with the ability to maintain mandatory minimum continuing education requirements for Municipal Court Judges in Texas. Must be a licensed attorney in good standing with the State Bar of Texas and have two or more years of experience in the practice of law in this state. Additional preferred qualifications include: seven (7) plus years of experience practicing law in the State of Texas with three (3) years municipal court experience and three (3) years magistrate or magistrate court experience. Prior judicial experience is also preferred.

Knowledge of Incode, the court's software, is preferred as well as experience using LEADRS (Law Enforcement Advanced DUI/DWI Reporting System) to process blood search warrants. Proficiency with Microsoft Office Suite products such as Outlook, Word, Excel, PowerPoint and Teams is preferred and proficiency with Zoom is preferred as well as the ability to speak more than one language.

Other Requirements

The Alternate Judge should have advanced ability to read and understand legal documents, orders, warrants and judgments as well as the ability to write, compose and edit legal materials, orders, warrants judgments and other related documents.

This position also requires an in-depth knowledge of local, state and federal laws affecting a Municipal Court of Record and other applicable court policies and procedures. Work is of the broadest scope dealing with highly complex concepts or issues of great importance to the City. Additionally, the Alternate Judge must have the following skills and abilities:

- Able to function well within a team environment, demonstrate a collaborative work style and work efficiently and effectively with elected officials and other city departments including police, fire and code compliance all while maintaining the independence and integrity required of an unbiased judicial authority.
- Engage effectively in daily contact with city employees, police personnel, city prosecutors, defendants, prisoners and private attorneys.
- Demonstrate analytical, organizational, oral and written communication skills in the performance of all job functions.
- Handle multiple assignments and provide timely services.
- Work in a paper-light, electronic environment.
- Demonstrate emotional stability and a sense of fairness.
- Exhibit respect towards argumentative and hostile persons in court and in jail.
- Maintain a professional, courteous and judicial demeanor.

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 Conditions

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

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.