

THE STATE OF TEXAS
COUNTY OF DALLAS

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ALTERNATE MUNICIPAL JUDGE

This Contract is made by and between the City of Coppell (herein called "City"), a home rule municipal corporation located in Dallas County, Texas, and Holly Fox (herein called "Alternate Municipal Judge").

WITNESSETH:

1. The City, acting by and through its city council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas hereby appoints Holly Fox as the Alternate Municipal Judge of the Coppell Municipal Court No. 1 and agrees to compensate the Alternate Municipal Judge for his services as hereinafter set forth.

2. The Alternate Municipal Judge agrees to perform the services of Alternate Municipal Judge of the Coppell Municipal Court No. 1 and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 9th day of January, 2019 and concluding on the 31st day of July, 2020, unless sooner terminated in accordance with the Texas Law and this Contract.

3. Compensation shall be at a rate of \$125.00 per hour, portal to portal, which would include Alternate over municipal court proceedings under Texas Law and the City Home Rule Charter for and on behalf of the Coppell Municipal Court as its Alternate Municipal Judge and to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search, arrests, and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Alternate Municipal Judge of the Municipal Court of the City of Coppell.

4. The Alternate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the services for and on behalf of the Municipal Court.

5. The Alternate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that he serves solely as an independent Contractor.

6. The Alternate Municipal Judge further acknowledges and agrees that he shall undertake to exercise his discretion as Judge free from improper influences and shall act as he deems appropriate under his independent judgment as the Alternate Judge of the Municipal Court.

7. The Alternate Municipal 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 himself in a judicial demeanor at all times in representing the City.

8. The Alternate Municipal Judge is not precluded from performing such legal services in maintaining his private practice of law and nothing construed herein shall preclude his from maintaining his private legal practice, other municipal court judicial appointments or other

matters permitted in accordance with judicial ethics and disciplinary regulations of the Texas State Bar.

9. The Alternate Municipal Judge hereby agrees not to knowingly undertake or involve himself in any matter that would compromise or conflict with his duties and responsibilities as the Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this Contract hereby acknowledge that the Alternate Municipal Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Alternate Municipal Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Contract consists of this document, upon which the Parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as so constituted is the entire Contract between the Parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or Contracts, 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.

13. The City or the Alternate Municipal Judge may terminate this Contract in accordance with state law. If the Contract is terminated as provided herein, the Alternate Municipal Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this Contract.

14. That the City shall reimburse the Alternate Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

15. Both the Alternate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Contract.

16. The validity of this Contract 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 Contract shall be in Dallas County, Texas.

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

THIS CONTRACT IS MADE, ENTERED INTO AND EXECUTED on this ____ day of _____, 2019.

ALTERNATE MUNICIPAL JUDGE

BY: _____
Holly Fox, Alternate Municipal Judge

CITY OF COPPELL, TEXAS

BY: _____
Karen Selbo Hunt, Mayor

ATTEST:

Christel Pettinos, City Secretary