

CITY OF SEGUIN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS APPROVING AN AGREEMENT WITH DARRELL S. DULLNIG PROVIDING FOR THE COMPENSATION AND OTHER TERMS OF HIS SERVICE AS AN ASSOCIATE MUNICIPAL JUDGE; AND DECLARING AN EFFECTIVE DATE

WHEREAS, on December 6, 2022, the City Council appointed Darrell S. Dullnig to serve as an associate municipal court judge for a term of two years; and

WHEREAS, as an associate judge, Mr. Dullnig may serve in the absence or unavailability of the presiding municipal court judge; and

WHEREAS, it is in the best interest of the municipal court to establish, via contract, the compensation, and related terms for the services of the associate judge so that he will be able to promptly begin serving if the presiding judge is unavailable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seguin:

PART 1. The attached agreement with Darrell S. Dulling for services as an associate municipal court judge is hereby approved.

PART 2. The Mayor or City Manager may execute the agreement on behalf of the City.

PART 3. This resolution shall be effective upon its passage and approval.

PASSED AND APPROVED on March 21, 2023.

Donna Dodgen
Mayor

ATTEST:

Naomi Manski
City Secretary



**AGREEMENT BETWEEN THE CITY OF SEGUIN, TEXAS AND DARRELL S. DULLNIG
FOR SERVICES AS AN ASSOCIATE MUNICIPAL COURT JUDGE**

This agreement (the “Agreement”) is effective as of March 21, 2023 (the “Effective Date”), between the City of Seguin Texas, acting through it’s duly elected City Council (“City”) and Darrell S. Dullnig (“Judge”) as follows:

RECITALS:

WHEREAS, pursuant to the authority granted to the City through the City Charter and the laws of the State of Texas, the City Council of the City of Seguin has appointed the Judge to serve as the associate judge of the Seguin Municipal Court of Record; and

WHEREAS, pursuant to such appointment, the City wishes to contract with the Judge for the express purpose of serving as the City’s Associate Municipal Court Judge

WHEREAS, for these reasons, parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties:

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

1. TERM

Subject to any requirements under the City’s Charter and applicable law, the term of this Agreement shall run begin on the Effective Date and end on December 6, 2024, such date being the date of expiration of the Judge’s initial two year appointment, unless sooner terminated as provided by the City’s Charter or applicable law.

2. SCOPE OF AGREEMENT

2.1 The Judge shall perform all functions of the Municipal Court Judge of the City of Seguin, Texas, as set forth in the current or revised Charter of the City of Seguin as required by the Code of the City of Seguin, as amended, by applicable State law, as it now exists or may be amended in the future, and the Texas Code of Judicial Conduct.

2.2 Unless otherwise designated, the City of Seguin’s Court shall be held at the Municipal Court Building, 660 South State Highway 46, Seguin, Texas. However, the City reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.

2.3 The City shall have the power to create and establish additional Municipal Courts, within the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.

2.4 The Judge agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.

2.5 Pursuant to the City of Seguin Code of Ordinances, the Judge shall not give orders to the Municipal Court Clerk or to any subordinates of the City Manager.

2.6 Pursuant to the City of Seguin Code of Ordinances, the Judge shall deal with the administrative serves of Municipal Court solely through the Municipal Court Clerk, the Director of Finance, or the City Manager.

2.7 In the event of the Judge is unable to act for any reason, the City shall appoint an Alternate Municipal Court Judge to act in the Judge's place.

3. SALARY AND BENEFITS

3.1 The Judge shall be deemed as an independent contractor of the City.

3.2 The City agrees to pay the Judge a flat rate of \$950.00 per docket as established in the current fiscal year budget. The City agrees to pay the Judge by the 10th of each month.

3.3 The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax and social security tax.

3.4 The City agrees to pay travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judge's training. The Judge is required to attend the TMCEC judges training each year during the term of this contract.

4. TERMINATION

4.1 The Judge shall serve at the pleasure of the City. Except as otherwise provided by applicable requirements of the City's Charter or other laws, the City may terminate the Judge at any time, without cause, and without notice.

4.2 The Judge may terminate the Agreement at any time, with or without notice.

4.3 The Judge shall waive all claims for compensation if not claimed within thirty (30) days for the date of the termination of this Agreement.

5. GENERAL PROVISIONS

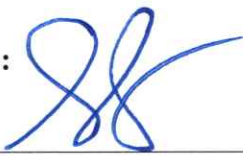
5.1 If any provision of this Agreement shall, for any reason, be held violative of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.

5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.


5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in the Agreement, and it may not be changed except by written amendment duly executed by all parties.

5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of Seguin, Guadalupe County, Texas.

EXECUTED to be effective as of the Effective Date stated above.

JUDGE: 


Darrell Scott Dullnig

CITY:
By: 

Steve, Parker, City Manager

ATTEST:


Naomi Manski, City Secretary

APPROVED AS TO FORM:


Samuel Aguirre, City Attorney