

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING DANIELLE DULANEY AS ALTERNATE MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A COMPENSATION AGREEMENT WITH DANIELLE DULANEY TO PERFORM SERVICES AS AN ALTERNATE MUNICIPAL JUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that an Alternate Municipal Judge of Addison Municipal Court of Record No. 1 is necessary to perform the judicial functions in the Town of Addison; and

WHEREAS, the City Council of the Town of Addison has determined that Danielle Dulaney should be appointed as Alternate Municipal Judge of Addison Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that an agreement should be entered into with Danielle Dulaney to perform services as Alternate Municipal Judge of Addison Municipal Court of Record No. 1.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. Appointment. The City Council of the Town Addison hereby appoints Danielle Dulaney as Alternate Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two-year term, which term shall begin on January 1, 2021, and shall end on December 31, 2022. Danielle Dulaney may not serve beyond the said term except upon the express authorization of the City Council, and this provision shall control over any law, rule, or regulation in conflict herewith.

SECTION 3. Authorization to Execute. The Compensation Agreement by and between the Town of Addison and Danielle Dulaney regarding her service as an Alternate Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto as **Exhibit A**, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the Agreement on behalf of the City.

SECTION 4. Effective Date. This Ordinance shall take effect on January 1, 2021.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 27th day of OCTOBER, 2020.

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §

COMPENSATION AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as “City”) and DANIELLE DULANEY (hereinafter referred to as “Dulaney”) (hereinafter collectively the City and Dulaney are referred to as the “Parties”).

I.

The City does hereby appoint, Dulaney as Alternate Municipal Judge of Addison Municipal Court of Record No. 1 for a term to commence on January 1, 2021, and to expire December 31, 2022.

II.

As Alternate Municipal Judge, Dulaney shall perform such functions, including but not limited to the arraignment of prisoners and any other functions requested of her to assist the Presiding Municipal Judge. Dulaney is employed on an on-call basis and is expected to be reasonably available to perform her role as Alternate Municipal Judge as requested by the City. Dulaney is required to provide her own robe. Dulaney is further required to complete all required judicial continuing legal education (“JCLE”) programs as well as spend a reasonable amount of time participating in JCLE so as to enhance her abilities to perform as Alternate Municipal Judge and to enhance the stature of such office at her own expense.

III.

In consideration for such services, Dulaney shall receive compensation of One Hundred and No/100 Dollars (\$100.00) per hour, with a minimum of one hour’s compensation to be paid to Dulaney per sitting in her judicial capacity. The City’s obligations are funded from current funds.

IV.

The City makes no warranties or representations as to the amount of work Dulaney will receive under this Agreement.

V.

Dulaney may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability, or other reason(s) as may be authorized by or not inconsistent with law. Dulaney shall be required to provide thirty (30) days’ notice of resignation.

VI.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions of any jurisdiction. The obligations and requirements of the Parties hereto are performable in Dallas County, and exclusive venue for any dispute relating to this Agreement shall be in Dallas County.

VII.

The Parties further agree that Dulaney may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VIII.

This Agreement is executed on behalf of the City by the City Manager or the City Manager's designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

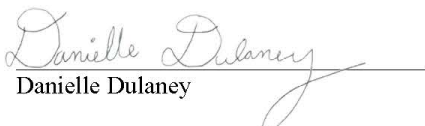
IX.

This instrument shall be the entire agreement and understanding between the Parties 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 exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2020, in Addison, Dallas County, Texas.

DANIELLE DULANEY

TOWN OF ADDISON, TEXAS


Danielle Dulaney

By: _____
Wesley S. Pierson, City Manager