

Exhibit A



7286 Dietz Elkhorn · Fair Oaks Ranch, Texas 78015 · (210) 698-0900 · (866) 258-2505

September 25, 2023

The Honorable Judge Darrell Dullnig
Presiding Judge, City of Fair Oaks Ranch Municipal Court

Re: Municipal Court Presiding Judge Engagement Letter

Dear Judge Dullnig:

Please allow me this opportunity to express my deep appreciation for your willingness to serve as the City of Fair Oaks Ranch Presiding Municipal Court Judge. A resolution officially reappointing you to a two-year term beginning October 1, 2023 is scheduled for City Council consideration at the September 21, 2023 Regular meeting. The meeting will be held in the City Hall Council Chambers at 6:30 p.m. You and your family are welcome to attend. Our City Secretary, Christina Picioccio, will be contacting you to schedule time to administer your oath of office.

This Engagement Letter is being provided to establish a formal agreement for your services as the Presiding Judge of the City of Fair Oaks Ranch Municipal Court. This **AGREEMENT**, effective as of the 1st day of October, 2023, between the City of Fair Oaks Ranch and having its principal place of business at 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015 (the "City"); and Darrell Dullnig, (the "Contractor") (collectively referred to as the "Parties").

In consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

Services

- Preside over all sessions of Municipal Court, including all docket calls, hearings, pre-trial conferences, initial appearances, show cause hearings, non-jury and jury trials and any and all matters before the Court pertaining to Class C Misdemeanor violations. The Judge will also preside over other violations and matters within the jurisdiction of the Court. A General Docket shall be held at least once per month on the first Thursday of every month from 9:00 a.m. until complete. The General Docket day may be changed as deemed necessary by the City Council, the City Manager, or by mutual agreement between the Contractor and the City Manager.

Exhibit A



7286 Dietz Elkhorn · Fair Oaks Ranch, Texas 78015 · (210) 698-0900 · (866) 258-2505

- Issue and sign capias, capias pro fines, judgments, orders, and other related administrative paperwork prepared by Municipal Court staff. The Contractor shall close final dispositions on a routine basis.
- Availability to sign documents and meet with Court staff on an as-needed basis.
- Availability to perform magistrate duties at the Kendall County Jail on Class C Misdemeanor offenses occurring in Fair Oaks Ranch, if needed.
- Availability to accept and review blood warrant applications from the City of Fair Oaks Ranch Police Department for any offense occurring in Fair Oaks Ranch, inclusive of mandatory/discretionary request associated with applicable accident/fatality cases.
- In partnership with the City Manager and Municipal Court staff, annually review and if warranted, recommend changes to City operations associated with the Judicial Administration of the Court.
- Adhere to all applicable local, state, and federal laws and canons of judicial conduct.
- At City's discretion, abuse of absence requests may result in termination as prescribed in Section 5.03 of the City of Fair Oaks Ranch Home Rule Charter.
- Alternate Judge will be called to preside over any court session, including the General Docket as described above, in the absence of the Presiding Judge. While sitting for the Presiding Judge, the Alternate Judge shall have all powers and duties of the office.
- By mutual agreement, the parties may schedule additional court days for hearings, bench trials, jury trials, or other needs when the regular General Docket is not sufficient.

Compensation and Term

- As full compensation for services provided, the Contractor shall be paid at the rate of \$3,000 per month.
- Should the Alternate Judge preside over a General Docket, the compensation of the Contractor shall be reduced by an amount equivalent to the compensation to the Alternate Judge.
- Payment will be made upon receipt of invoice at acctspayable@fairoaksranchtx.org. Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Exhibit A

EXHIBIT A



7286 Dietz Elkhorn · Fair Oaks Ranch, Texas 78015 · (210) 698-0900 · (866) 258-2505

- The City agrees, at its discretion, to budget and pay for the reasonable travel and subsistence for professional and official travel, meetings and occasions adequate to continue the professional development of Contractor. The City further agrees to budget for and pay for the travel and subsistence expenses for Contractor for short courses, institutes and seminars that are necessary for her professional development and for the good of the City and as reasonably necessary and within budget limitations. The City reserves the right to limit such attendance in the event of budget limitations or other priorities it identifies if in the best interests of the City.
- The Term of this Agreement is for a two-year period beginning October 1, 2023 (the "Commencement Date") and ending at the close of the City's normal business hours on September 30, 2025. Subject to approval by the City Council, the term of this Agreement may be extended.
- Termination- (a) The City Council may terminate this Agreement as prescribed in Section 5.03 of the City of Fair Oaks Ranch Home Rule Charter. (b) If Contractor terminates this Agreement by voluntary resignation, Contractor shall give the City Council no less than 90 days' notice in writing in advance unless the Council agrees otherwise.
- Entire Agreement-This Agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services of the Contractor by the City and shall be amended or modified only by written instrument signed by both of the parties hereto.

In conclusion, I would like to reiterate my appreciation for your willingness to serve as an extension of our team.

Respectfully,

Scott M. Huizenga
Interim City Manager

Cc: Christina Picioccio, City Secretary