

ORDINANCE NO. O-1523

AN ORDINANCE OF THE CITY OF FATE, TEXAS, APPOINTING A JUDGE FOR THE CITY OF FATE MUNICIPAL COURT OF RECORD NO. 1 WITH THE TERM OF TWO (2) YEARS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR PROFESSIONAL JUDICIAL SERVICES BY AND BETWEEN THE CITY OF FATE AND NATALIE BROOKS BANUELOS; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE

Whereas, the City Council of the City of Fate, Texas (the "City Council") adopted Ordinance No. O-1036 on April 19, 2004, authorizing the City Council to appoint a Texas Licensed Attorney to act as Judge of the Municipal Court; and

Whereas, Natalie Brooks Banuelos is a Texas Licensed Attorney and therefore qualified under the Ordinances of the City of Fate and the Laws of the State of Texas to serve as Judge of the City of Fate Municipal Court of Record No. 1.

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

Section 1. That all matters stated in the preamble are found to be true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby appoints Natalie Brooks Banuelos as Judge of the City of Fate Municipal Court of Record No. 1.

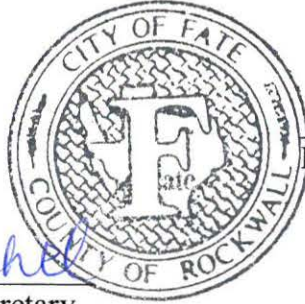
Section 3. That the term for the Judge of the Municipal Court of Record No. 1 shall be two (2) years.


Section 4. That the City Manager is authorized to execute a contract for professional judicial services by and between the City of Fate and Natalie Brooks Banuelos.

Section 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.


Section 6. That this ordinance shall take effect and be in full force and effect immediately upon its final passage.

PASSED APPROVED, AND ADOPTED by the City Council of the City of Fate, Texas on this the 20th day of June 2016.




Lorne Megyesi, Mayor

Attest:


Victoria Raduechel, City Secretary

ARTICLE II

Scope of Services

2.01 In General. The Judge agrees to preside over all municipal court proceedings, which shall include plea or arraignment dockets, bench and jury trials, and enforcement dockets, as well as such other special dockets as may be scheduled from time to time by the City. As an appointed official, the Judge agrees to perform all administrative duties and responsibilities that are necessary and incidental to the office of the Presiding Judge of the City's Municipal Court.

2.02 Magistrate/Arraignment/Warrant Duties. The Judge shall perform all duties of a Magistrate as outlined under the laws of the State of Texas, including but not limited to: issuing search and arrest warrants, administering magistrate warnings to adults and juveniles, and arraigning individuals arrested for misdemeanor and felony offenses.

2.03 Qualifications. The Judge is a duly qualified attorney licensed and practicing law for at least two (2) years in the State of Texas, and agrees to perform the services of Presiding Judge of the Municipal Court and to maintain eligibility and the appropriate licenses as may be required to serve in the capacity as the Presiding Judge. The Judge shall maintain competency as a municipal court judge by completing continuing legal and judicial education as required by state law.

2.04 Limitation on Law Practices. The Judge is not precluded from performing such legal services in maintaining her private practice of law, and nothing construed herein shall preclude her from maintaining her private legal practice to the extent that that her private practice does not adversely affect her duties and obligations to the Municipal Court. The Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with her duties and responsibilities as the Presiding Judge of the Municipal Court or otherwise knowingly undertake to represent a client on a legal matter against the City.

2.05 Oath. The Judge shall take and sign an oath of office as prescribed for state appointive officers in the Constitution of the State of Texas, attached as **Exhibit A**, and such oath shall be filed with the City Secretary for the City of Fate, Texas.

ARTICLE III

Compensation

3.01 Compensation. The City agrees to pay the Judge for services rendered herein the sum of one hundred fifty-seven dollars and fifty cents (\$157.50) per hour, with a minimum 1-hour guarantee for all services actually rendered. On a monthly basis, the Judge shall submit an invoice to the City reflecting her time and billing dedicated to the service for and on behalf of the Municipal Court. The City shall provide payment for services within 15 days after receipt of an invoice submitted by the Judge to the City's Finance Department.

ARTICLE IV

Miscellaneous

4.01 Judicial Code of Conduct. The Judge shall adhere to all canons of the Texas Code of Judicial Conduct and shall notify the Council as soon as reasonably practical of any inquiries or investigations conducted by the State Commission on Judicial Conduct on the Judge.

4.02 Amendments. This Agreement may not be altered, changed or amended except by the mutual written agreement of the Parties.

4.03 Entire Agreement. This Agreement constitutes the entire agreement between the City and the Judge. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.

4.04 Severability. If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.05 Independent Contractor. It is understood and agreed by and between the Parties that all services performed by the Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Judge shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. The City agrees during the term of this Agreement, at its costs, to obtain and maintain public official liability insurance covering the acts and omissions by the Judge in the scope of her duties and responsibilities as Presiding Judge of the Municipal Court.

4.06 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

JUDGE:

Natalie Brooks Banuelos
2707 Whispering Oaks
Rockwall, Texas 75087

CITY:

City of Fate, Texas
Attn: City Manager
P.O. Box 159
105 E. Fate Main Place
Fate, Texas 75132

4.07 Non-Waiver. The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party of any provision herein shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

4.08 Sovereign Immunity. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted by the terms of this Agreement, any charter, or applicable state law. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

4.09 No Assignment. The Judge shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City.

4.10 Construction of Agreement. Each provision and clause required by law to be inserted into this Agreement shall be deemed to be included herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

4.11 Choice of Law and Venue. This Agreement is performed and performable in Rockwall County, Texas, State of Texas, and shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and before the Courts of the State of Texas in the County of Rockwall.

4.12 Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

4.13 Headings. The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

4.14 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.

4.15 Ambiguity. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party either did or did not author the same.


4.16 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

EXECUTED this 22nd day of June, 2016.

JUDGE

CITY OF FATE, TEXAS

Natalie Brooks Banuelos



Michael Kovacs, City Manager

(Signatures Continued on Next Page)

ATTEST:



Victoria Raduechel, City Secretary

APPROVED AS TO FORM:

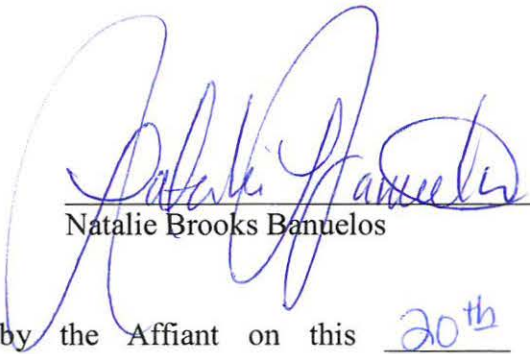
Brenda N. McDonald, City Attorney

OATH OF OFFICE (Tex. Const. Art. XVI, Sec. 1(a), amended 2001)

**IN THE NAME AND BY THE AUTHORITY OF
THE STATE OF TEXAS**

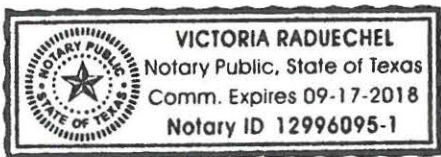
Oath of Office

I, **Natalie Brooks Banuelos**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of City of Fate, Judge of Municipal Court of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Natalie Brooks Banuelos

Sworn to and subscribed before me by the Affiant on this 20th day of June, 2016.



(seal)



Signature of Person Administering Oath

Victoria Raduechel

Printed Name

Notary Public

Title

THE STATE OF TEXAS

Statement of Appointed Officer

I, **Natalie Brooks Banuelos**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.

Natalie Brooks Banuelos
Affiant

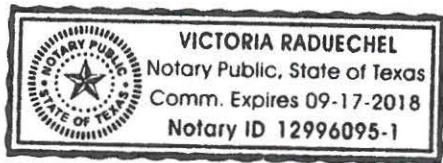
Municipal Court Judge

Office of Which Appointed

Fate

City

Sworn to and subscribed before me by affiant on this 20th day of June, 2016.



Victoria Raduechel

Signature of Person Administering Oath

Victoria Raduechel

Printed Name

Notary Public

Title