

**RESOLUTION NO. 17-R-02**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPOINTING MOHAMMAD GHUNEIM AS AN ALTERNATE JUDGE OF THE ALVIN MUNICIPAL COURT FOR A TWO YEAR TERM BEGINNING FEBRUARY 1, 2017; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, Article VI Section 2 of the Charter of the City of Alvin provides for the Council's authority to elect an Alternate Judge of the City of Alvin Municipal Court; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

**Section 1.** That the City Council of the City of Alvin hereby appoints Mohammad Ghuneim as an Alternate Judge of the City of Alvin Municipal Court for a two-year term beginning February 1, 2017 and ending February 1, 2019.

**Section 2.** The obligations and duties of the Alternate Judge of the Alvin Municipal Court and the City are in the Memorandum of Understanding, attached hereto as Exhibit "A". The Mayor is hereby authorized to execute the Memorandum of Understanding.

**Section 3.** This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

**PASSED AND APPROVED** on the \_\_\_\_ day of January 19, 2017.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Dixie Roberts, City Clerk

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ALVIN  
AND  
MOHAMMAD GHUNEIM**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA               §

This Memorandum of Understanding (“MOU”) is made by and between the City of Alvin (herein called "City"), a home rule municipal corporation located in Brazoria County, Texas, and Mohammad Ghuneim (herein called "Alternate Judge"), who resides in Pasadena, Texas.

**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 Mohammad Ghuneim as an Alternate Judge for the Alvin Municipal Court.

2. The Alternate Judge agrees to perform the services of Alternate Judge of the Alvin Municipal Court and to maintain eligibility to serve in such capacity for a term of two (2) years commencing the 1<sup>st</sup> day of February 2017, and concluding on the 1<sup>st</sup> day of February 2019, unless sooner terminated.

3. As compensation for all required services, the City agrees to pay the Alternate Judge up to \$\_\_\_\_\_ per month, subject to the City’s non-appropriation policy. The parties shall comply with all provisions of the Internal Revenue Code, as amended.

4. The Alternate Judge shall receive compensation for all required services delegated by the Presiding Municipal Court Judge, including but not limited to, jail arraignments, court dockets, including trials, 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 Judge of the Municipal Court of the City of Alvin.

5. The City shall reimburse the Alternate Judge’s tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

6. No other compensation or benefits shall be paid to the Alternate Judge.

7. The Alternate 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 Judge shall serve at the pleasure of the City Council. The City may terminate the services of the Alternate Judge at any time, without cause with 60 days' notice. The Alternate Judge may terminate this Agreement at any time, without cause with 60 days' notice.

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

10. City agrees, with regard to the services provided herein, to indemnify and hold harmless the Alternate 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.

11. This Memorandum of Understanding consists of this document, upon which the parties have affixed their signatures. This Memorandum of Understanding is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, 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.

12. Both the Alternate 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 Memorandum of Understanding.

13. The validity of this Memorandum of Understanding and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Memorandum of Understanding shall be in Brazoria County, Texas.

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

This Memorandum of Understanding is made, entered into and executed on this \_\_\_\_\_ day of January, 2017.

ALTERNATE JUDGE

CITY OF ALVIN

By: \_\_\_\_\_  
Mohammad Ghuneim

By: \_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST:

\_\_\_\_\_  
Dixie Roberts, City Clerk