

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

CITY CLERK DEPT.  
09 JUN - 1 PM 1:31

**DEPARTMENT:** Municipal Clerk  
**AGENDA DATE:** Tuesday, June 9, 2009  
**CONTACT PERSON/PHONE:** Richarda Duffy Momsen, (915) 541-4127  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Authorizing clerical and other administrative support for the El Paso Municipal Court of Appeals.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

El Paso Municipal Court of Record Act allows the City to contract with the Judge of the El Paso Municipal Court of Appeals for clerical services/supplies/office space. The Judge is not housed at Municipal Court and no City staff member is assigned to him. The amount of the contract is less than the amount it would cost to fund a Deputy Court Clerk position, supplies, and office space.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

The City has contracted with Judge Holmes for these services for over two decades.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

The item has been budgeted in:  
Department: Municipal Court Judiciary # 11010332  
Account: #502215, Outside Contracts NOC  
Fund: 11000

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:**  \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

CITY CLERK DEPT.

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**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to execute a Contract with Odell S. Holmes, Jr., Judge of the Municipal Court of Appeals, to provide clerical and other support for the administration of the court.

ADOPTED this \_\_\_\_\_ day of June 2009

CITY OF EL PASO

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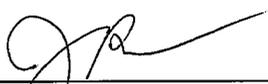
John F. Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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John R. Batton  
Assistant City Attorney

THE STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO            )                    **CONTRACT**

THIS CONTRACT made this 9<sup>th</sup> day of June 2009, by and between the **CITY OF EL PASO**, a municipal corporation, hereinafter referred to as “City,” and the **HONORABLE ODELL S. HOLMES, JR.**, Judge of the Municipal Court of Appeals of the City of El Paso, El Paso County, Texas, hereinafter referred to as “Judge,” witnesseth:

**WHEREAS**, the Judge was elected to the Municipal Court of Appeals to serve a term of office of four years; and

**WHEREAS**, the El Paso Municipal Courts of Record Act provides that the Judge of the Appellate Court and the City may agree that the Judge of the Appellate Court will provide for his clerical help, and in that event the Judge is entitled to additional reasonable compensation as agreed on with the City; and

**WHEREAS**, the City desires to contract with the Judge so that the Judge may provide his own clerical assistance as well as other administrative requirements for his court.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1.    RESPONSIBILITIES OF THE JUDGE.**

(a)    The Judge will hire such personnel as necessary to provide clerical assistance for the Appellate Court during the forty eight (48) month period of this contract. Such personnel shall not be employees of or have any contractual relationship with the City. All such personnel engaged in work under the Judge’s supervision shall be fully qualified to perform such work. The City shall not be subject to any obligations or liabilities incurred by those persons employed by the

Judge in connection with the performance of the Judge's contract and the Judge expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to negligent acts or omissions on the part of those employees.

(b) All office working space and office supplies required by such clerical staff will be supplied by the Judge.

(c) The Judge agrees to provide monthly updates for active appellate cases to the Municipal Court Clerk. Such information should be contained in a spreadsheet format and include the citation number, defendant's name, offense, date of de novo trial, name of trial judge, date of perfected appeal, date of opinion, and ruling. If a case is pending from a prior month, it should be reflected as such.

(d) The Judge agrees to compile and provide to the Municipal Court Clerk an annual list and tabulation of the appellate cases decided during the year and document the rulings on each case.

(e) The Judge agrees to create, maintain, and provide to the Municipal Court Clerk a data base for appellate decisions. Such data base shall include all appellate decisions from 1983.

**2. RESPONSIBILITY OF THE CITY.**

(a) The City Clerk shall serve as the clerk to the Appellate Court and shall perform any duties required as such.

(b) The City shall supply space for court sessions and will furnish any supplies and space necessary for the proper recording and maintaining of official files of the court.

**3. PERIOD OF CONTRACT.**

This contract shall be in effect from June 14, 2009 and will terminate on the second Monday in June 2013, or at such time that the Judge leaves office, whichever occurs first.

**4. COMPENSATION.**

The City agrees to pay the Judge the sum of Eighty-One Thousand Six Hundred Dollars (\$81,600.00) as total compensation for the full term of the contract for all services and supplies provided under paragraph 1 of this contract at the rate of One Thousand Seven Hundred Dollars (\$1,700.00) per month.

**5. RECORDS.**

The Judge shall maintain complete and accurate records with respect to all cases presided over by him. These records shall be the property of the City.

**6. AGREEMENT OUTSIDE OF CONTRACT.**

This Contract contains the complete agreement concerning the contract for services of the Judge and the City, and shall, as of the effective date hereof, supersede all other agreements between the parties.

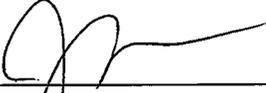
*Signatures on Following Page*

WITNESS the following signatures and seal:

THE CITY OF EL PASO

\_\_\_\_\_  
Joyce Wilson, City Manager

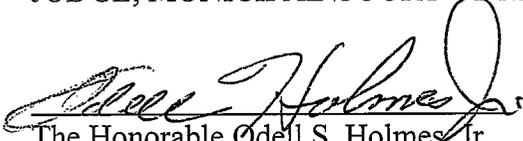
APPROVED AS TO FORM:

  
\_\_\_\_\_  
John R. Batoon  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Richarda Duffy Momsen  
Municipal Court Clerk

JUDGE, MUNICIPAL COURT OF APPEALS

  
\_\_\_\_\_  
The Honorable Odell S. Holmes, Jr.