

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

CITY CLERK DEPT.

DEPARTMENT: Municipal Clerk

2013 JUN -5 AM 11:44

AGENDA DATE: June 11, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Richarda Duffy Momsen 541-4531

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.**

*That the City Council of the City of El Paso approve a resolution 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 support and other administrative requirements for the administration of the court at \$ 2,000 per month. The contract is for 4 years, \$ 24,000 per year, totaling \$ 96,000. The contract period coincides with Judge Holmes's term of office.*

**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?**

*The Appellate Court is a separate court, located off premises. The contract will allow Judge Holmes to provide his own clerical assistance and other administrative support for the operation of the Court. This has been the City's practice for the Appellate Court for at least two decades and has proven to be economical and effective.*

**PRIOR COUNCIL ACTION:**

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

*Yes. The existing contract expire June 10, 2013. Each new election term, the contract is presented to City Council. This contract does represent a \$300 per month increase over the previous contract, with Judge Holmes citing rising office rental costs and staffing costs for him. The Judge had requested an increase four years ago, but was asked to hold off due to recession concerns, and he did defer his request.*

**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 the Judiciary budget - General Fund.  
Dept # 111  
Fund 1000  
Division 11060  
Account 522150*

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

DEPARTMENT HEAD: \_\_\_\_\_

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**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 reasonable compensation to the judge to cover his cost of providing his own clerical support and other administrative requirements for the administration of the court. The contract is for \$2,000 per month (\$24,000 per year), totaling \$96,000 over the 4-year term of the contract.

ADOPTED this \_\_\_\_\_ day of June 2013

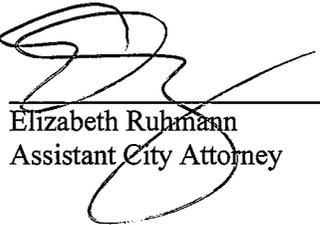
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook, Mayor

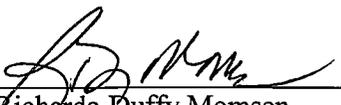
**ATTEST:**

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth Ruhmann  
Assistant City Attorney

APPROVED AS TO CONTENT:

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

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**CONTRACT**

**THIS CONTRACT** made this \_\_\_\_ day of June, 2013, 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

CITY CLERK DEPT.  
2013 JUN -4 AM 7:11

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 THE CONTRACT.**

This contract shall be in effect from Tuesday, June 11, 2013, and will terminate on Monday, June 26, 2017, or at such time that the Judge leaves office, whichever comes first.

4. **COMPENSATION.**

The City agrees to pay the Judge the sum of Ninety-Six Thousand Dollars (\$96,000.00) 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 Two Thousand Dollars (\$2,000.00) per month.

5. **RECORDS.**

The Judge shall maintain complete and accurate records with respect to all cases presided over by him. Those 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.

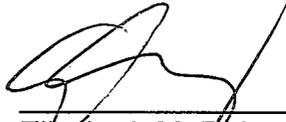
*Signatures on Following Page*

**WITNESS** the following signatures and seal:

THE CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson, City Manager

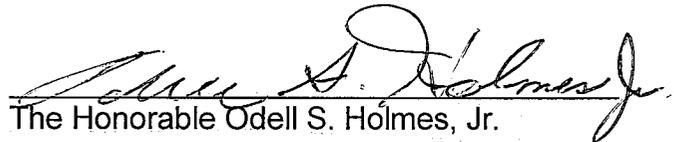
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Elizabeth M. Ruhmann  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Richarda Duffy-Monsen  
Municipal Court Clerk

JUDGE, MUNICIPAL COURT OF APPEALS

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

CITY CLERK DEPT.  
2013 JUN -4 AM 7:11