

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: All

Dept. Head/Contact Information: Municipal Clerk, Richarda Duffy Momsen, (915) 541-4127

Type of Agenda Item:

- | | | |
|---|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other <u>Independent Contractors</u> | | |

Funding Source:

- General Fund
 Grant (duration of funds: _____ Months)
 Other Source: _____

Legal:

- Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Approved Denied

Timeline Priority: High Medium Low # of days: _____

Why is this item necessary:

The El Paso Municipal Court is a court of record, and the court reporters are a vital part of the courts.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Budgeted for FY05

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING, JR.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN F. COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY W. COBOS
DISTRICT NO. 8

To: Honorable Mayor Joe Wardy and City Representatives
From: Richarda Duffy Momsen, Municipal Clerk 
Subject: Court Reporters Contracts on Agenda for August 17, 2004
Date: August 12, 2004

Please be advised that three court reporter contracts will appear on the City Council Agenda for August 17, 2004. The court reporters are Dee Ann Boyd, Janie Ruiz and Max Venzor. As a court of record, Municipal Court is obligated to provide a record of the court proceedings whenever one is requested. The three court reporters are contracted to serve on assigned dates in the various courts, covering early morning, midday and evening court sessions. They are paid only for the sessions worked: \$60.00 for the first hour and a half and \$30.00 for each additional hour.

The total amount budgeted yearly for court reporters is \$ 40,000.

I am available at 541-4127 if I may answer any additional questions.

Districts Affected: Defendants in All Districts

Funding Source:

General Fund: 01101

Municipal Court: 11010011

Contractual Services: 502113

CC: Jim Martinez, CAO
Lisa Elizondo, City Attorney
Adrian Ocegueda, Executive Assistant to the Mayor

RESOLUTION

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

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **MARGARITO "MAX" VENZOR** for Court Reporting services in the Municipal Court, at the rate of \$60.00 for each jury and non-jury court session for first 1½ hours, plus \$30.00 per hour for court reporting time which exceeds 1½ hours. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

ADOPTED this 17th day of August 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS

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§
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INDEPENDENT CONTRACTOR CONTRACT

COUNTY OF EL PASO

This contract for Court Reporting Services in the Municipal Court is entered into this 17th day of August 2004, by and between the **CITY OF EL PASO, TEXAS** (City) and **MARGARITO "MAX" VENZOR** (Court Reporter), and the parties hereto mutually agree as follows:

TERMS AND CONDITIONS

1. Court reporting services are to be provided in municipal Courts at the time assigned by a Court Reporter Schedule which will be issued by the Municipal Court Clerk on a monthly basis. Court Reporter will be assigned to Court Nos. 1 and 3 at 8:15 a.m., 9:00 a.m., 3:00 p.m. and 4:00 p.m., but assignments to provide court reporting services at times other than provided in the monthly schedule will be made from time to time, as needed. Compensation for those services will be as stated in Section 2.

2. Rate of compensation shall be \$60.00 for each jury and non-jury court session which does not exceed one and one-half (1½) hours. Service at a jury or non-jury court session which exceeds one and one-half (1½) hours shall be compensated at a rate of \$60.00 for the first one and one-half (1½) hours plus \$30.00 per hour for that period of court reporting time which exceeds one and one-half (1½) hours.

3. Payment for the cost of providing a typed transcription of a case record for a Statement of Facts requested by the Defendant is to be made by the Defendant under the terms of contract between the Court Reporter and the Defendant.

4 The Court Reporter shall be compensated for services performed in the previously ended calendar month upon submittal of an invoice to the City Comptroller, P.O. Box 1919, El Paso, Texas 79550. A copy of this monthly invoice is to be submitted to the Municipal Clerk for verification purposes.

5. In the event the Court Reporter is unable to attend a scheduled assignment, the Court Reporter may designate a replacement to provide the court reporting services. It is the Court Reporter's responsibility to ensure that only Court Reporters certified by the State of Texas to perform such services are designated as replacement. Payment in all cases will be made by the City of El Paso to the undersigned Court Reporter.

6. Unless previously terminated, this contract shall be in effect from September 1, 2004 through August 31, 2005 inclusive.

7. This contract may be terminated prior to expiration date by either party upon the submittal ten (10) working days advance written notice.

8. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

9. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be El Paso County, Texas.

10. This contract constitutes and expresses the entire contract between the parties hereto in reference to the temporary services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

11. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested to the City at the following address:

CITY: Municipal Court
Attn: Municipal Clerk
810 East Overland
El Paso, Texas 79901-2560

CONTRACTOR: Margarito "Max" Venzor

WITNESS the following signatures and seals:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

COURT REPORTER

Margarito "Max" Venzor
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richarda Duffy Momsen
Municipal Clerk

APPROVED CIVIL SERVICE COMMISSION:
Date: August 12, 2004

By: _____
Secretary

R E S U M E

Margarito Venzor
Certified Court Reporter
Municipal Court

EDUCATION ---

High School - 1943-1947, graduate, Cathedral High
School, El Paso, Texas
Attended Academy of Stenographic Arts, San Francisco,
California, a court reporting school,
June 1966 thru December 1969

MILITARY HISTORY --- U.S. Air Force, Sept. 1948 thru May
1952 - Honorable discharge; rank: Staff
Sgt.

EMPLOYMENT HISTORY --- Jan. 1970 thru Feb. 1971 - Teaching
position in court reporting at El Paso
Technical (EPISD)
June 1971 thru May 1973 - Employed as an
official court reporter with the Court of
Domestic Relations, El Paso County, Judge
Enrique Peña, presiding
June 1973 thru Dec. 1990 - Official Court
Reporter with the 327th Judicial District
Court, El Paso County, Judge Enrique Peña
presiding.
Retired as employee of El Paso County on
Dec. 30, 1990.
Jan. 1991 to present - Employed with
El Paso Municipal Court, City of El Paso,
as a certified court reporter