

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****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 Manger be authorized to execute a Contract with Maria Ramirez, Judge of the Municipal Court of Appeals, to provide reasonable compensation to the Judge to cover her own clerical support and other administrative requirements for the administration of the court. The contract is for two thousand three hundred dollars (\$2,300.00) per month, twenty-seven thousand six hundred (\$27,600.00) per year, totaling one hundred ten thousand four hundred (\$110,400.00) over the four-year term of the contract.

ADOPTED this ___ **day of** _____ **,2025.**

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr

Robert Aguinaga Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:

Annabelle Casas

Annabelle Casas
Interim Municipal Court Clerk

STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

)

THIS CONTRACT made this 7th day of January, 2025, by and between the **CITY OF EL PASO**, a municipal corporation, hereinafter referred to as "City," and the **HONORABLE MARIA RAMIREZ**, 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 Sec. 30.00140(d) provides that the Judge of the Appellate Court and the City may agree that the Judge of the Appellate Court will provide for her 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 her own clerical assistance as well as other administrative requirements for her 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 maintain, and provide to the Municipal Court Clerk a database for appellate decisions.

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, January 7, 2025, and will terminate on Monday, January 1, 2029, or at such time that the Judge leaves office, whichever comes first.

4. SERVICES AND SUPPLIES.

The City agrees to pay to the Judge for all services and supplies, provided under paragraph 1 of this contract, two thousand three hundred dollars (\$2,300.00) per month for the duration of this contract.

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.

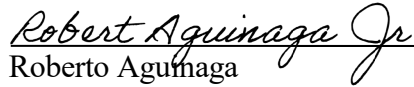
This contract contains the complete agreement concerning the contract for services of the Judge and the City, and shall, as of the effective date hereof, supersede all other agreements between the parties.

WITNESS the following signatures and seal:

THE CITY OF EL PASO,

Dionne Mack, City Manager

APPROVED AS TO FORM:


Roberto Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:


Annabelle Casas
Interim Municipal Court Clerk

JUDGE, MUNICIPAL COURT OF APPEALS


The Honorable Maria Ramirez