

**YOLANDA FORD**  
Mayor

**VASHAUNDRA EDWARDS**  
Councilmember at Large Position No. 1

**CHRIS PRESTON**  
Mayor Pro Tem  
Councilmember at Large Position No. 2



**REGINALD PEARSON**  
Councilmember District A  
**JEFFREY L. BONEY**  
Councilmember District B  
**ANTHONY G. MAROULIS**  
Councilmember District C  
**FLOYD EMERY**  
Councilmember District D

## **CITY COUNCIL SPECIAL MEETING AGENDA**

Notice is hereby given of a Special City Council Meeting to be held on **Monday, March 4, 2019, at 5:30 p.m.** at: **City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber**, 1522 Texas Parkway, Missouri City, Texas, 77489, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

### **1. CALL TO ORDER**

### **2. DISCUSSION/POSSIBLE ACTION**

- (a) Consider and discuss proposed contracts for the city's municipal court judges.
- (b) Receive an overview of the check drafting process for the payment of city funds.

### **3. CLOSED EXECUTIVE SESSION**

*The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Title 5, Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council may go into Executive Session in accordance with the following provision of the Government Code:*

**Texas Government Code, Section 551.087** – Deliberations regarding commercial or financial information that the governmental body received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations: commercial development prospect; multi-use development prospect; retail development prospect; residential / multifamily development prospects; entertainment, leisure and hospitality development prospects; office development prospects; flex space development prospect which includes warehouse, distribution and manufacturing prospects; and redevelopment prospect.

**Texas Government Code, Section 551.074** – Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: the City Manager.

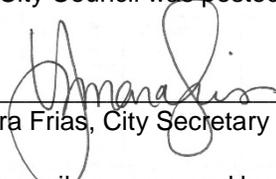
### **4. RECONVENE** into Special Session and Consider Action, if any, on items discussed in Executive Session.

### **5. ADJOURN**

**In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.**

**CERTIFICATION**

I certify that a copy of the March 4, 2019, agenda of items to be considered by the City Council was posted on the City Hall bulletin board on March 1, 2019, at 4:00 p.m.

  
\_\_\_\_\_  
Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



## CITY COUNCIL AGENDA ITEM COVER MEMO

March 4, 2019

**To:** Mayor and City Council  
**Agenda Item:** 4(a) Municipal Court Judge Contracts  
**Submitted by:** E. Joyce Iyamu, City Attorney

### SYNOPSIS

The City Council previously discussed the duties of its municipal court judges on May 1, 2017, January 28, 2019, and February 18, 2019. On February 18, 2019, Councilmembers voted to (1) reappoint Debra Sinclair as presiding judge and Robert Richter, Jr. and Robert Rosenberg as associate judges and (2) require City of Missouri City municipal court judges to enter into contracts with the City detailing additional terms of their part-time employment. Councilmembers asked staff to provide the Council with an additional opportunity to review a draft contract.

### BACKGROUND

Section 4.03 of the City of Missouri City Charter (the "Charter") provides the essential qualifications for a judge in the City of Missouri City (the "City"). The Charter provides that "each judge shall be an attorney licensed and practicing in the State of Texas." Beyond those basic qualifications, the Council may select other qualifications that it deems necessary and appropriate. The proposed draft contract includes, but is not limited to, the following terms:

- A two (2) year term that runs concurrently with the appointment term for City judges;
- A requirement for annual meetings with the City Council to receive guidance and an assessment;
- A requirement that judges maintain continuing education requirements for municipal judges (according to the Rules of Judicial Education, all municipal judges (both attorney and non-attorney) must attend one accredited in-person judicial education program every year);
- Compliance with the Code of Judicial Conduct of the State of Texas;
- Ability to convey a sense of fairness and respect toward all persons;
- Notification of work for other employers;
- Participation in 457 plan (judge would be sole contributor);
- Ability to perform duties set forth in Exhibit A, Description of Municipal Court Judge Duties; and
- Attendance at court coordination meetings.

### BUDGET ANALYSIS

Funds are not being requested at this time.

### SUPPORTING MATERIALS

1. Draft contract and Exhibit A, Description of Municipal Court Judge Duties

### STAFF'S RECOMMENDATION

Consider whether to authorize staff to present the draft contract to appointed judges.

**Director Approval:** E. Joyce Iyamu, City Attorney

**AGREEMENT BETWEEN  
THE CITY OF MISSOURI CITY AND \_\_\_\_\_  
FOR THE POSITION OF PRESIDING MUNICIPAL COURT JUDGE**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF FORT BEND**       §  
  §  
**CITY OF MISSOURI CITY**       §

**KNOW ALL PERSONS BY THESE PRESENTS**

THIS AGREEMENT made and entered into this \_\_\_\_\_, by and between the City of Missouri City Texas, a municipal corporation, hereinafter called "City," and \_\_\_\_\_, hereinafter called "Municipal Court Judge," both of whom understand as follows:

WITNESSETH:

WHEREAS, City desires to contract with \_\_\_\_\_ as one of several municipal court judges for the City of Missouri City Municipal Court (hereinafter "Municipal Court"), and, to the degree permitted pursuant to Section 4.03 and of the City Charter and other pertinent sections of the City Charter, ordinances and policies, desires to enter into this Agreement; and

WHEREAS, the governing body, hereinafter called "City Council" appointed \_\_\_\_\_ as presiding municipal court judge on \_\_\_\_\_, and hereby desires to establish certain conditions of work and payment of said Judge; and

WHEREAS, Municipal Court Judge desires to accept such conditions;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1: Term**

- A. On \_\_\_\_\_, Municipal Court Judge was appointed for a two (2)-year term of office commencing on \_\_\_\_\_, and concluding on \_\_\_\_\_. This Contract is effective on \_\_\_\_\_, and shall terminate on \_\_\_\_\_. Pursuant to section 29.005 of the Texas Government Code, the Municipal Court Judge will continue to serve for another term of office beginning on the date a previous term of office expires if the City Council does not take any action by the 91st day following the expiration of such term of office.

- B. Municipal Court Judge is an appointee of City Council from whom broad, general guidance is received, and such guidance shall be communicated through the City Council in annual meetings, which will be scheduled by the City Manager's office in collaboration with the City Secretary.
- C. In accordance with the City Charter, Municipal Court Judge may be removed or replaced, at any time, at the discretion of the council, by vote of the majority of the entire council.

## **Section 2: Requirements and Standards**

- A. Municipal Court Judge shall be an attorney licensed and practicing in the State of Texas and must remain in good standing with the State Bar of Texas at all times during the term of this agreement. Municipal Court Judge is required to keep abreast of federal and state law and local ordinances, including State-mandated fees, as applicable to the City of Missouri City Municipal Court, as well as laws applicable to magistration duties, issuance of warrants and other judicial functions. Municipal Court Judge agrees to adjudicate consistently and within all applicable legal standards. Municipal Court Judge must maintain the minimum required continuing education requirements for municipal court judges.
- B. Municipal Court Judge shall comply with the Code of Judicial Conduct of the State of Texas.
- C. Municipal Court Judge shall convey a sense of fairness and shall exhibit respect toward all persons.
- D. For the duration of the Agreement, Municipal Court Judge shall provide his/her best efforts to respond physically, verbally or electronically to a request for service by the City within a reasonable time.

## **Section 3: Work and Benefits**

Municipal Court Judge will perform the duties of this Agreement. Municipal Court Judge will be free to contract to perform other municipal court services for other cities or entities while Municipal Court Judge is a part-time employee of the City. Within 30 days of the date on which the last party executes this Agreement, Municipal Court Judge shall notify the City in writing (by submission to the City Secretary) of all other employers and cities for which Municipal Court Judge provides services, including judicial and prosecutorial services, and will provide a revised notification within 30 days of any change to each submission. Municipal Court Judge is not entitled to participate in any leave accrual, pension plans, insurance programs or other similar benefits that City provides its full-time employees, except that Municipal Court Judge may participate in

retirement programs (457-type accounts) which are paid for or contributed to by Municipal Court Judge alone with no financial contribution by City. City shall deposit such amounts of Municipal Court Judge's gross income to any retirement accounts (457-type accounts) as Municipal Court Judge may direct.

#### **Section 4: Duties**

City Council has appointed Municipal Court Judge to perform the functions and duties specified in Section 4.03 of the City Charter and applicable provisions of the City Code and state laws and to perform such other legally permissible and proper duties and functions of Texas municipal court judges as City Council shall from time to time assign and as set forth in **Exhibit A, Description of Municipal Court Judge Duties**, to be maintained by the City, which in no way shall be inconsistent with state law. Likewise, Municipal Court Judge agrees to dutifully perform to the best of his or her ability, the functions and duties specified in Section 4.03 of the City Charter and applicable provisions of the City Code and state laws and to perform other legally permissible and proper duties and functions of Texas municipal court judges as directed from time to time by the City Council.

Municipal Court Judge acknowledges and agrees that Municipal Court Judge's duties do not include court administration, including, but not limited to, management of court personnel outside of the courtroom. Further, pursuant to Section 62-8 of the Missouri City Code, City staff shall facilitate the equitable scheduling of the court docket. The Municipal Court Judge, in collaboration and agreement with City staff and each additional City judge, if any, may establish and, if established, shall follow uniform administrative processes or procedures.

Additionally, Municipal Court Judge shall, to the best of his or her ability:

- A. Attend Municipal Court Coordination Meetings, as scheduled, in order to foster communication and the efficient operation of Municipal Court.
- B. Work with the Divisional Director of the Municipal Court on matters relating to day-to-day court room operations to improve court room operations and/or to address concerns.
- C. Meet with City Council at City Council's pleasure.

#### **Section 5: Court Hours**

It is recognized that City values the time of the defendants, witnesses and attorneys who attend Municipal Court proceedings. Municipal Court Judge recognizes that court dockets will be scheduled with such priority in mind, and that City has the prerogative to determine which days of the week and times of the day Court may be scheduled. Municipal Court Judge specifically recognizes that City may schedule evening dockets. Municipal Court Judge shall notify the Divisional Director of the Municipal Court if the

Municipal Court Judge is unable to attend a scheduled court docket or has asked another judge to attend a scheduled court docket on behalf of the Municipal Court Judge. If the Municipal Court Judge has asked another judge to attend a scheduled court docket on behalf of the Municipal Court Judge, the Municipal Court Judge shall provide the Divisional Director of the Municipal Court with the name of the substitute judge.

### **Section 6: Outside Activities**

Municipal Court Judge's outside activities shall not interfere, conflict or curtail any obligations or responsibilities required under this Agreement. Municipal Court Judge shall not represent clients whose interests may be adverse to City. Municipal Court Judge shall notify City in writing of outside employment activities as provided by Section 3.

### **Section 7: Compensation**

Except as provided herein, as compensation for all required services, City agrees to pay Municipal Court Judge \$95 per hour. As compensation for jail visits on days on which the Municipal Court Judge is not serving as a judge on a scheduled Municipal Court docket, City agrees to pay Municipal Court Judge \$100 per jail visit, provided that Municipal Court Judge shall review pending paperwork, if any, after a jail visit that does not last for the duration of one hour. City shall reimburse Municipal Court Judge for the cost of registration, hotel, travel and reasonable meals upon presentation of documentation of such expense for judicial training. Such reimbursement shall not exceed \$250 per year.

### **Section 8: Assessment**

Municipal Court Judge shall meet in reference to an assessment with City Council at City Council's pleasure, but at least once per calendar year. Such assessment may occur concurrently with the annual meeting to be held between the City Council and the Municipal Court Judge. Assessment meetings will be scheduled by the City Manager's office in collaboration with the City Secretary. Written complaints related to such Municipal Court Judge may be addressed during such annual assessment meeting.

### **Section 9: Resignation**

In the event Municipal Court Judge voluntarily resigns from his or her appointment during the term of the appointment, Municipal Court Judge shall give City at least 30 days' notice in advance, unless the parties agree otherwise in writing.

### **Section 10: Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: Mayor  
City of Missouri City  
1522 Texas Parkway  
Missouri City, Texas 77489

Municipal Court Judge: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party must give the other 10 days advance notice of a change in address.

**Section 11: General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties with respect to the subject matter hereof. Any previous agreements, whether such be written or verbal, are hereby rescinded.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. This Agreement may not be assigned in whole or in part without the other party's prior written approval.
- D. Any failure by either party to insist upon strict performance by the other party shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.
- E. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.
- F. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Fort Bend County, Texas.
- G. If Municipal Court Judge files or prosecutes a lawsuit relating to this Agreement, Municipal Court Judge will not be entitled to an award of attorney's fees.
- H. Pursuant to section 2270.002, Texas Government Code, by executing this Agreement, Municipal Court Judge hereby represents, warrants, and verifies that Municipal Court Judge: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

- I. Pursuant to section 2252.152, Texas Government Code, Municipal Court Judge warrants, represents, and agrees that Municipal Court Judge is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

IN WITNESS WHEREOF, the City of Missouri City, Texas, has caused this Agreement to be signed and executed in its behalf by its Mayor, Yolanda Ford, and duly attested to by its City Secretary, and Municipal Court Judge has signed and executed this Agreement, both in duplicate, the day and year first written below.

CITY:

MUNICIPAL COURT JUDGE:

\_\_\_\_\_  
Yolanda Ford  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Maria Jackson  
City Secretary

\_\_\_\_\_  
Date

**Exhibit A**  
**Description of Municipal Court Judge Duties**

A. Presides over judicial business of the court

1. Sets bonds and fine amounts other than those mandated by state law and City Ordinance.
2. Presides over arraignments:
  - a. Advises defendants of certain court procedures
  - b. Takes defendants' plea
3. Presides over bench trials:
  - a. Decides all questions of the law
  - b. Hears evidence
  - c. Renders appropriate judgment and sentences thereon
4. Presides over jury trials:
  - a. Rules on challenges to jurors for cause
  - b. Presides over the conduct of the trial
  - c. Decides all questions of the law
  - d. Charges the jury
  - e. Renders appropriate judgment and sentences thereon
5. Handles miscellaneous court proceedings:
  - a. Conducts pretrial hearings
  - b. Rules on pretrial motions as required
  - c. Holds contempt hearings as required
  - d. Holds indigent hearings as required
  - e. Reviews correspondence and court paperwork in a *timely* manner
  - f. Makes determinations on release of judicial records and court case records
  - g. Reviews and approves bond forfeitures proceedings as required
  - h. Processes expunctions as required
  - i. Conducts show cause hearings as required
  - j. Rules on continuances
  - k. Rules on motions for new trials
  - l. Rules on motions for directed verdicts
  - m. Conducts arraignments for jail and bond cases
  - n. Administers oaths and affirmations
  - o. Conducts stolen property hearings

B. Serves as magistrate of the State of Texas for Missouri City cases

1. Handles miscellaneous duties as magistrate

2. Administers magistrate warnings to defendants of Missouri City cases
  3. Sets and forfeits bail
  4. Issues search and arrest warrants
  5. Reviews affidavit for sufficiency of facts and determination of probable cause
  6. Handles juvenile warnings and statements
- C. Provides input for efficient operations of Municipal Courtroom
1. Sets annual strategic plan goals to accomplish duties required herein
- D. Municipal Court Judge shall learn the organizational and operating details of the court system and shall be adept at utilizing a computer, software, electronic records and the court's case management system.
- E. Supports, to the extent allowed by the Municipal Court Judge's role and judicial responsibilities, departmental and organizational initiatives
- F. Exhibits respect towards all persons, including, but not limited to, residents, City employees, and elected officials.