

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: March 25, 2014		DATE SUBMITTED: February 26, 2014	
DEPARTMENT OF ORIGIN: City Secretary		SUBMITTED BY: Mary Lynne Stratta	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consideration – Ratification of Judicial Services Contract			
Consider ratification of contract with Bryan Municipal Court Presiding Judge Latham Boone III for judicial services.			
SUMMARY STATEMENT: This action will ratify the contract for continued judicial services with Bryan Municipal Court Presiding Judge Latham Boone III at the new rate of \$75.00 per hour (previous rate was \$70.00 per hour).			
STAFF ANALYSIS AND RECOMMENDATION: Judge Boone has served as Bryan’s Presiding Judge with dignity and respect the past several years. Bryan Municipal Court converted to a court of record on January 1, 2012, and Judge Boone’s experience on the bench is invaluable to the Court’s continued respected position in the State court system. The Municipal Court budget has sufficient funds to cover this increase in compensation. Staff recommends approval.			
OPTIONS (In Suggested Order of Staff Preference):			
<ol style="list-style-type: none"> 1. Take action to ratify the contract. 2. Postpone action. 			
ATTACHMENTS: Contract			
FUNDING SOURCE: Municipal Court Budget			
APPROVALS: Mary Lynne Stratta 2-26-14; Hugh R. Walker, 03/04/2014			
APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 03/04/2014			
APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis Hampton, 3/12/2014			

JUDICIAL SERVICES CONTRACT – BRYAN MUNICIPAL COURT

This Judicial Services Contract – Bryan Municipal Court (“Contract” herein) is made and entered this ____ day of March, 2014, by and between Latham Boone III (“Contractor” herein), an attorney licensed to practice law in the State of Texas doing business at P.O. Box 271, Navasota, Texas 77868 and the City of Bryan, Texas (“City” herein), a home rule municipal corporation, doing business at P.O. Box 1000, Bryan, Texas 77805.

For and in consideration of the mutual agreements exchanged herein, Contractor and City hereby contract as follows:

1. City hereby engages Contractor to perform and Contractor agrees to perform services consisting of adjudication of Class C misdemeanor cases, magistration duties, and the handling of other matters within the jurisdiction of the Bryan Municipal Court. Contractor shall perform all services hereunder as an independent contractor of City.
2. Contractor agrees to exercise his/her independent professional judgment and apply his legal knowledge, training and experience to perform services under this Contract to the best of his ability in accordance with the law.
3. Contractor agrees to promptly notify the Clerk of the Bryan Municipal Court, or her deputy, of any known scheduling conflicts that will prevent Contractor or an approved designee from attending a scheduled docket in the Bryan Municipal Court.
4. Contractor shall be paid a fee of \$75.00 per hour that Contractor performs services hereunder. Contractor shall invoice the City monthly for services rendered. Except as otherwise specifically provided in this Agreement, any expenses or costs incurred by Contractor shall not be reimbursed by City unless authorized in advance by the Bryan City Council or its designee.
5. The term of this contract shall be for a period of two years, beginning on October 1, 2013 and ending on September 31, 2015, or terminating at such time as the Contractor leaves office.
6. In the event of termination, Contractor shall be paid for hours worked through the termination date specified in the written termination notice or written termination agreement. City agrees to pay for Contractor’s attendance at continuing education seminars required by law, including tuition and reasonable travel, meals, and lodging expenses.
7. City shall provide stationary, metered postage, use of a copier, a computer, and an office for Contractor’s performance of official duties.
8. Contractor and City agree that this Agreement may be modified only by written amendment executed in duplicate originals.
9. Contractor and City agree that there are no other or further representations or agreements that bind either of them and that this Agreement incorporates their entire understanding with regard to the engagement of Contractor to perform the services described herein.

WITNESS OUR HANDS IN DUPLICATE ORIGINALS.

CITY OF BRYAN, TEXAS

LATHAM BOONE III

Jason P. Bienski, Mayor

Latham Boone III, Attorney at Law

ATTEST:

Mary L. Stratta, City Secretary

APPROVED AS TO FORM:

Janis Hampton, City Attorney