

CITY OF LAGO VISTA

RESOLUTION NO. 21-1910

A RESOLUTION BY THE CITY OF LAGO VISTA APPROVING THE APPOINTMENT OF ASSOCIATE MUNICIPAL COURT JUDGES AND AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY AND ASSOCIATE MUNICIPAL COURT JUDGES LAURIE DRYMALLA AND DAVID YTURRI

RECITALS

WHEREAS, in accordance with Section 4.03 of the City Charter and Ordinance No. 20-12-17-02, on October 21, 2021, the City Council of the City of Lago Vista ("City") appointed Laurie Drymalla and David Uturri to serve as Associate Municipal Court Judges for the two-year terms effective October 21, 2021; and

WHEREAS, an agreement for the court services to be performed and compensation for those services is proper for the operation of the municipal court and for the good government of the City pursuant to Texas Local Government Code Section 51.001.

NOW, THEREFORE, BE IT RESOLVED by the City Council the City of Lago Vista, Texas, that:

1. The foregoing Recitals are hereby adopted as facts and are incorporated fully herein.
2. The City Council of the City of Lago Vista hereby approves, authorizes and directs the City Manager to execute on behalf of the City, the Professional Services Agreements between the City of Lago Vista and Laurie Drymalla and David Yturri, individually, to serve as Associate Municipal Court Judges, attached hereto and incorporated fully herein as *Attachment A* and *Attachment B*.
3. This Resolution shall be effective immediately upon passage.

CITY OF LAGO VISTA, TEXAS




Ed Tidwell, Mayor

ATTEST:



Sandra Barton, City Secretary

On a motion by Councilmember Sullivan, seconded by Councilmember Williams, the above and foregoing instrument was passed and approved.

PROFESSIONAL SERVICES AGREEMENT
between the
City of Lago Vista and Laurie Drymalla, Associate Municipal Court Judge

THIS AGREEMENT is made and entered into between the City of Lago Vista, Texas, a home rule municipality ("City") and Laurie Drymalla ("Judge"). This Agreement is effective on the date of the last to execute below, (the "Effective Date").

RECITALS

WHEREAS, on October 21, 2021, the City Council of the City of Lago Vista appointed Laurie Drymalla as Associate Municipal Court Judge of the City of Lago Vista for a Term to begin on October 21, 2021; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Associate Municipal Court Judge for the City upon the terms and conditions set forth below and in accordance with state law.

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

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

SECTION 2. TERM

- A. Initial Term. The initial term under this Agreement shall commence and be effective on the "Effective Date", and shall continue through October 21, 2023, unless terminated as provided herein.
- B. Renewal. At the expiration of the initial term, and on the anniversary thereafter of the renewal term, as described herein, unless otherwise notified of non-renewal of appointment by the City, this Agreement shall automatically renew for a successive two-year term of office. This "renewal term" shall begin on the date the previous term of office expired, in accordance with Ordinance No. 20-12-17-02 as codified in Article 7.100 of the Lago Vista Code of Ordinances.

SECTION 3. TERMINATION

This Agreement may be terminated:

- (a) at the end of the term should the judicial appointment not be renewed by City Council; or
- (b) on removal of the Judge as provided by Section 1-a, Article V of the Texas Constitution; or
- (c) on removal of the Judge for the reasons and by the procedure provided in Subchapter B, Chapter 21, Texas Local Government Code; or

(d) at the option of either Party upon 30 days advance written notice to the other Party.

Termination of this Professional Services Agreement impacts only the compensation and duties specified under the contract and not the appointment or ability to continue to serve as the judge as is governed by state law, City Charter and City Ordinance.

SECTION 4. DUTIES

- A. The Judge shall perform all duties and responsibilities of the Office of the Associate Municipal Court Judge including, but not limited to, those contained under state and federal law, the Texas Local Government Code, state and federal regulations, municipal ordinances and the Texas Code of Judicial Conduct.
- B. The Judge shall be on call to perform such obligations 24 hours per day, seven (7) days per week, subject to his reasonable availability.
- C. The Judge shall conduct court sessions as needed at the location, time and days set by the Presiding Judge.
- D. The Judge shall perform on-call magistrate duties as required.

SECTION 5. LIMITATION ON LAW PRACTICE AND CONFLICTS

- A. The Judge shall refrain from any activity or employment that might place them in a position of conflict of interest with their duties for the City.

SECTION 6. COMPENSATION

- A. The Judge shall be compensated at a rate of \$60 per hour, for services performed.
- B. Express Exception: No compensation will be paid for the administration of statutorily required oaths to new council members of the City of Lago Vista City Council.
- C. The Judge shall invoice the City monthly and report the hours billed and the work conducted in those hours. City shall make payment to the Judge within thirty days upon receipt of the invoice.
- D. The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax, and social security tax.
- E. The Judge is not a City employee for purposes of City employee benefits.
- F. The City will be responsible for fees incurred by the Judge for continuing education up to a maximum of \$500 per year.

SECTION 7. MISCELLANEOUS

- A. This Agreement may be modified or amended, in writing, signed by both Parties.
- B. This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Travis County, Texas.
- C. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- D. Severability. If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- E. Headings. The section headings in this agreement are used for convenience and reference purposes only.
- F. Non-Waiver. The failure on the part of either the City or the Judge at any time to require the performance by either the City or the Judge of any portion of this agreement shall not be deemed a waiver of or in any way affect either the City's or the Judge's rights to enforce such provision or any other provision in the future. Any waiver by either the City or the Judge of any provision herein shall not be taken or held to be a waiver of any other provision or any other breach. Any waiver of any provision herein shall be in writing and signed by both parties.
- G. Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

SECTION 8. NOTICE

Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

For CITY:

City of Lago Vista
City Manager
5803 Thunderbird Drive
Lago Vista, Texas 78645

For JUDGE:

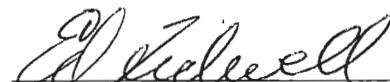
Laurie Drymalla
Associate Municipal Court Judge
Judge's confidential home address
provided under separate cover

SECTION 9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.

IN WITNESS WHEREOF, this Agreement is **AGREED TO AND ACCEPTED** and executed by the Parties on the dates indicated below.

CITY OF LAGO VISTA, TEXAS



Ed Tidwell, Mayor



10/26/21
Date

Attest: 

Sandra Barton, City Secretary

ASSOCIATE MUNICIPAL COURT JUDGE

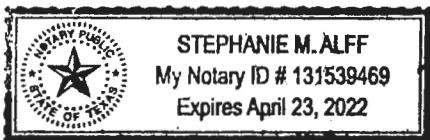
Jamie Drymalla
Laurie Drymalla

10/26/21

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, personally appeared Laurie Drymalla, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes in consideration therein expressed.

Given under my hand and seal of office this 26th day of October, 2021



Stephanie Alf
Notary Public in and for the
State of TEXAS

PROFESSIONAL SERVICES AGREEMENT
between the
City of Lago Vista and David Yturri , Associate Municipal Court Judge

THIS AGREEMENT is made and entered into between the City of Lago Vista, Texas, a home rule municipality ("City") and David Yturri ("Judge"). This Agreement is effective on the date of the last to execute below, (the "Effective Date").

RECITALS

WHEREAS, on October 21, 2021, the City Council of the City of Lago Vista appointed David Yturri as Associate Municipal Court Judge of the City of Lago Vista for a Term to begin on October 21, 2021; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Associate Municipal Court Judge for the City upon the terms and conditions set forth below and in accordance with state law.

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

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

SECTION 2. TERM

- A. Initial Term. The initial term under this Agreement shall commence and be effective on the "Effective Date", and shall continue through October 21, 2023, unless terminated as provided herein.
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This Agreement may be terminated:

- (a) at the end of the term should the judicial appointment not be renewed by City Council; or
- (b) on removal of the Judge as provided by Section 1-a, Article V of the Texas Constitution; or
- (c) on removal of the Judge for the reasons and by the procedure provided in Subchapter B, Chapter 21, Texas Local Government Code; or

(d) at the option of either Party upon 30 days advance written notice to the other Party.

Termination of this Professional Services Agreement impacts only the compensation and duties specified under the contract and not the appointment or ability to continue to serve as the judge as is governed by state law, City Charter and City Ordinance.

SECTION 4. DUTIES

- A. The Judge shall perform all duties and responsibilities of the Office of the Associate Municipal Court Judge including, but not limited to, those contained under state and federal law, the Texas Local Government Code, state and federal regulations, municipal ordinances and the Texas Code of Judicial Conduct.
- B. The Judge shall be on call to perform such obligations 24 hours per day, seven (7) days per week, subject to his reasonable availability.
- C. The Judge shall conduct court sessions as needed at the location, time and days set by the Presiding Judge.
- D. The Judge shall perform on-call magistrate duties as required.

SECTION 5. LIMITATION ON LAW PRACTICE AND CONFLICTS

- B. The Judge shall refrain from any activity or employment that might place them in a position of conflict of interest with their duties for the City.

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- A. The Judge shall be compensated at a rate of \$60 per hour, for services performed.
- B. Express Exception: No compensation will be paid for the administration of statutorily required oaths to new council members of the City of Lago Vista City Council.
- C. The Judge shall invoice the City monthly and report the hours billed and the work conducted in those hours. City shall make payment to the Judge within thirty days upon receipt of the invoice.
- D. The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax, and social security tax.
- E. The Judge is not a City employee for purposes of City employee benefits.
- F. The City will be responsible for fees incurred by the Judge for continuing education up to a maximum of \$500 per year.

SECTION 7. MISCELLANEOUS

- H. This Agreement may be modified or amended, in writing, signed by both Parties.

- I. This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Travis County, Texas.
- J. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- K. Severability. If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- L. Headings. The section headings in this agreement are used for convenience and reference purposes only.
- M. Non-Waiver. The failure on the part of either the City or the Judge at any time to require the performance by either the City or the Judge of any portion of this agreement shall not be deemed a waiver of or in any way affect either the City's or the Judge's rights to enforce such provision or any other provision in the future. Any waiver by either the City or the Judge of any provision herein shall not be taken or held to be a waiver of any other provision or any other breach. Any waiver of any provision herein shall be in writing and signed by both parties.
- N. Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

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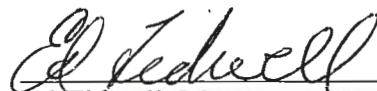
David Yturri
Municipal Court Judge
Judge's confidential home address
provided under separate cover

SECTION 9. COUNTERPARTS

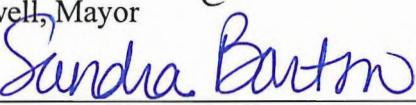
This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.

IN WITNESS WHEREOF, this Agreement is **AGREED TO AND ACCEPTED** and executed by the Parties on the dates indicated below.

CITY OF LAGO VISTA, TEXAS



Ed Tidwell, Mayor

Attest: 

Sandra Barton, City Secretary



Date

ASSOCIATE MUNICIPAL COURT JUDGE

OCIADE MUNICIPAL

David Yturri

David Yturri

10/26/21

Date

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, personally appeared David Yturni, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes in consideration therein expressed.

Given under my hand and seal of office this 26th day of October, 2021

Stephanie A. Bly
Notary Public in and for the

Notary Public in and for the
State of TEXAS

