

**PROFESSIONAL SERVICES AGREEMENT
FOR INTERIM REGIONAL MUNICIPAL COURT JUDGE**

This Professional Services Agreement for Prosecution Services (“Agreement”) is made by and between the City of Colleyville (“Colleyville”), the City of Keller (“Keller”), and Carol Montgomery (“Judge”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Colleyville and Keller (collectively referred to as the “Cities”) jointly administer and operate a regional municipal court; and

WHEREAS, the Cities desire to engage Judge Carol Montgomery to provide interim municipal court judge services for the Cities’ regional municipal court pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations and performance of the tasks as follows:

**Article I
Purpose**

The purpose of this Agreement is for the City to contract for interim municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

**Article II
Term**

This Agreement shall be effective as of August 1, 2021 (the “Effective Date”) and shall expire the earlier of (i) December 31, 2021, or (ii) upon the appointment of a permanent regional municipal court judge by the Cities. Notwithstanding the foregoing, the term of this Agreement may be extended by mutual written agreement of the Parties.

**Article III
Scope of Services**

3.1 Regional Municipal Court Judge Services. Judge shall perform all services required of municipal court judges in accordance with Cities’ respective Charters, the adopted policies and procedures of the regional municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the same may be amended (“Services”). The Services shall include, without limitation, the following:

- (a) Preside over all municipal court proceedings;
- (b) Promptly handle all adult and juvenile arraignments (see Section 3.2 below);

- (d) Execute all arrest warrants;
- (e) Execute all court warrants;
- (f) Perform such other duties as assigned by the respective City Councils and/or the City Managers that may be commensurate with the position of Regional Municipal Court Judge; and
- (g) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable State law.

3.2 Arraignments; Magistrate Duties. The Parties acknowledge that Judge will be responsible for arraignments and existing magistrate duties for the regional holding facility (jointly administered by Keller, Colleyville and Southlake), subject to the terms and conditions of all existing MOUs and other agreements with the Cities providing for the same.

3.3 Associate Judge(s). Upon prior written approval of the Cities, Judge shall be entitled to utilize the services of one or more associate judges subject to any and all terms and conditions established by the Cities, in the Cities' sole discretion. Presently, the Parties anticipate that Lindsay Kinzie will serve as associate judge during the term of this Agreement.

3.4 Trainings. The Parties acknowledge that Judge may be required to participate in training programs administered by the City of Southlake during the term of this Agreement and agree that the City of Southlake, as Judge's current employer, may seek equitable contribution in the form of reimbursement from the Cities for the proportionate costs of such trainings attributable to the Judge's Services under this Agreement.

Article IV Compensation

Judge shall be compensated for the Services based upon a flat annual rate of \$135,000, which will be paid to Judge on a bi-weekly basis (\$5,192.31) during the term of this Agreement. Should this Agreement terminate prior to the last day of the month, the Judge's compensation will be prorated on a daily basis for any partial month. Additionally, the Cities will provide Judge (i) use of an iPad (to be purchased and owned by Colleyville), (ii) a one-time reimbursement up to \$250.00 for judicial robe(s), and (iii) an mobile telecommunications device stipend in the amount of \$100.00 per month during the term hereof. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the Parties in writing.

Article V Termination

5.1 Termination for Convenience. The Cities or Judge may terminate this Agreement, in whole or in part, at any time by providing thirty (30) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the Cities, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner

called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the Cities may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed in accordance with this Agreement through the date of termination.

5.3 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 Independent Contractor. It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Judge is acting independently, and that the Cities assume no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of either Colleyville or Keller. Judge shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement. As such, the Cities shall not: (1) train the Judge; (2) require the Judge to complete regular oral or written reports; or (3) require any Judge to provide full-time employee services to either city.

6.3 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the Cities.

6.4 Notice. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Colleyville:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street, 3rd Floor
Colleyville, Texas 76034
E: jducay@colleyville.com

For Keller:

City of Colleyville
Attn: Mark Hafner, City Manager
P.O. Box 770
Keller, Texas 76244
E: mhafner@cityofkeller.com

For Judge:

Carol Montgomery
202 West LD Lockett
Colleyville, Texas 76034

6.5 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.6 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.7 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

6.9 Severability/Interpretation. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.10 Compliance with Laws. Judge shall fully comply with all Federal, State, and Local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[Signature page follows]

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE
(INTERIM)

By: _____
Mayor Richard Newton

By: _____
Carol Montgomery

Date signed: _____

Date signed: _____

CITY OF KELLER

By: _____
Mayor Armin Mizani

Date signed: _____