

RESOLUTION NO. 3190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF COLLEYVILLE, TEXAS, FOR THE PURPOSE OF CONSOLIDATING MUNICIPAL COURT SERVICES; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE SAID INTERLOCAL AGREEMENT ON BEHALF OF THE CITY OF KELLER, TEXAS.

WHEREAS, it has been determined by the City Council of the City of Keller, Texas, that it is in the best interest of the health, safety, and general welfare of the citizens of the City of Keller to merge municipal court services with the City of Colleyville, Texas; and

WHEREAS, the City Council hereby approves this resolution, authorizing the Mayor and City Manager to execute an Interlocal Agreement with the City of Colleyville, Texas, for the purpose of performing the necessary services relating to the provision of the municipal court; and

WHEREAS, the City of Colleyville, is hereby recommended to commence in the performance of said services, in accordance with the terms and conditions set forth in said Interlocal Agreement, attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS:

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

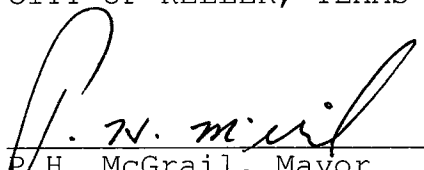
Section 2: THAT, the City Council of the City of Keller, Texas hereby approves an Interlocal Agreement with the City of Colleyville, Texas, for the purpose of consolidating municipal court services; and further authorizes the Mayor and City Manager to execute said Interlocal Agreement on behalf of the City of Keller, Texas.

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AND IT IS SO RESOLVED.

Passed by a vote of 7 to 0 on this the 3rd day of April,
2012.

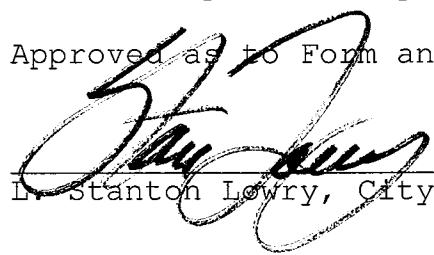
CITY OF KELLER, TEXAS

BY: 
P.H. McGrail, Mayor

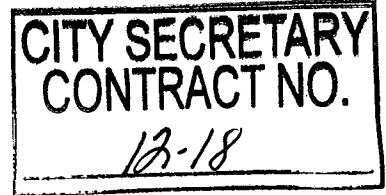
ATTEST:


Sheila Stephens, City Secretary

Approved as to Form and Legality:


L. Stanton Lowry, City Attorney

**INTERLOCAL AGREEMENT
FOR COMBINED MUNICIPAL COURT SERVICES FOR THE CITIES OF
COLLEYVILLE AND KELLER**



THE STATE OF TEXAS §

COUNTY OF TARRANT §

THIS ("AGREEMENT"), is made and entered into by the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE"), and the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), and each acting by and through its duly appointed and authorized city managers:

WITNESSETH:

WHEREAS, the 82nd Legislature of the State of Texas passed House Bill 984 and the Governor signed into law on May 19, 2011 an act relating to agreements between neighboring municipalities regarding jurisdiction of cases in municipal courts; and

WHEREAS, the cities of COLLEYVILLE and KELLER recognize the joint benefits of a combined municipal court system; and,

WHEREAS, KELLER is desirous of joining COLLEYVILLE by combining municipal court services to provide a more effective and efficient delivery of this key public service; and

WHEREAS, COLLEYVILLE has the facilities available to perform the municipal court services for both cities; and

WHEREAS, COLLEYVILLE AND KELLER desire to enter into this Agreement to combine municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, COLLEYVILLE and KELLER have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

WHEREAS, COLLEYVILLE and KELLER believe that this Agreement is in the best interests of COLLEYVILLE and KELLER; and

WHEREAS, this Agreement is approved by the governing bodies of COLLEYVILLE and KELLER; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF COLLEYVILLE AND KELLER HEREBY AGREE TO THE FOLLOWING:

- Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of six (6) years commencing on October 1, 2012, and ending September 30, 2018, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)
- Section 3. **Scope of Services to be provided by COLLEYVILLE.** COLLEYVILLE hereby agrees to provide KELLER the following equipment, services, personnel, and facilities:
- a. Commencing October 1, 2012, COLLEYVILLE will provide municipal court services at the Colleyville Justice Center. The Municipal Judge will be jointly appointed by both COLLEYVILLE and KELLER (as described in Exhibit "A") and will establish a mutually agreeable practice for municipal court proceedings and daily arraignment protocol of all prisoners. COLLEYVILLE will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
1. enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in KELLER including the interpretation, application and enforcement of KELLER ordinances and state law;
 2. maintenance of all citations and other applicable records related to citations issued in KELLER
 3. completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
 4. informing all defendants of citations issued in KELLER of their legal options under the laws of the State of Texas
 5. providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services
 6. providing financial reports to KELLER and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by the City of Keller for compliance with GAAP
 7. Fully administer a payment kiosk to be located in KELLER to include reconciling data and contracting with a secure armored car service for financial transport. All costs associated with the kiosk shall be borne by KELLER.

8. maintaining a service level to KELLER that complies with all applicable standards for the Court function as required presently and in the future by the Commission on Accreditation for Law Enforcement Agencies, Inc.
- b. COLLEYVILLE may make a conditional offer of employment to municipal court employees currently employed by the Keller Municipal Courts Department on or before September 1, 2012, for employment with COLLEYVILLE to become effective on the merger date of October 1, 2012, contingent upon the KELLER municipal court employees passing a COLLEYVILLE pre-employment drug screen and meeting all other hiring requirements of COLLEYVILLE. COLLEYVILLE shall place the KELLER municipal court employees on the COLLEYVILLE pay roll for the position for which they are hired at the amount of their current hourly base rate at KELLER and shall grant them the immediate ability to accumulate vacation and sick leave at a rate in accordance with their current tenure with KELLER and the ability to utilize such vacation and sick leave upon hire. Upon employment by COLLEYVILLE the KELLER municipal court employees will serve the standard COLLEYVILLE probationary period for the position for which they are hired. Further, they will receive the same employment benefits provided to COLLEYVILLE employees plus one (1) week of sick leave. An annual \$2,000 regional municipal court stipend will be paid on a bi-weekly interval in addition to the COLLEYVILLE pay scale to all of the employees assigned to the COLLEYVILLE municipal courts. All of the municipal court employees will receive the regional stipend as long as this Agreement is in force.
- c. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for COLLEYVILLE and KELLER, including providing all employee policies and procedures and the administration thereof shall be provided by COLLEYVILLE.
- d. COLLEYVILLE shall provide access to KELLER any and all of KELLER'S court financial or court case related documentation.
- e. COLLEYVILLE shall prepare and administer reports as shown on Exhibit B.
- f. COLLEYVILLE will provide payment to KELLER on a weekly basis for municipal court revenues due to KELLER by electronic or wire transfer. COLLEYVILLE shall provide to KELLER any and all related financial reports relating to the collection and payment of such revenue as may be requested by KELLER and necessary for auditing functions.
- g. COLLEYVILLE will form a standing committee consisting of two (2) KELLER employees selected by the KELLER City Manager and two (2) COLLEYVILLE employees selected by the COLLEYVILLE City Manager to address operational and policy decisions that may arise from operating the combined municipal court system.
- h. COLLEYVILLE shall contract for and pay directly to the contractor all costs associated with prosecution services for COLLEYVILLE related court actions.

- i. COLLEYVILLE agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. KELLER Obligations. KELLER agrees to perform the following:

- a. Pay the sum of Two Hundred Twenty Thousand, Six Hundred and Ten Dollars (\$220,610.00) to COLLEYVILLE for municipal court services for the Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. The amount of charges to be established based on the adopted Fiscal Year 2012/13 COLLEYVILLE Municipal Court Department Operating budget to provide municipal court services. This payment represents a 45.9% cost share of all municipal court services by KELLER based on the previous three calendar years average number of citations issued (See payment schedule, Section 6.)
- b. Pay the sum of Twenty-seven Thousand and Nine Hundred Sixty-One Dollars (\$27,961.00) for General and Administrative Charges based on COLLEYVILLE'S operating budget for Fiscal Year 2012/13. (Payment percentages described in Exhibit "C" shall remain the same for the duration of this agreement.) A revised Exhibit "C" shall be automatically adopted each year using the methodology contained in the initial Exhibit "C".
- c. In order to ensure the combined municipal court system functions in a workmanlike manner, and in accordance with all applicable laws and regulations, budget an annual sum to be determined based on agreed upon needs for court security and court technology to be paid for from the court technology and court security funds held by KELLER.
- d. Pay the annual costs associated with the implementation, use, maintenance and servicing of a payment kiosk(s) to be located in KELLER as may be desired by KELLER.
- e. KELLER shall contract for and pay directly to the contractor all costs associated with prosecution services for KELLER related court actions.
- f. Pay a one-time equipment and configuration cost of approximately \$25,500 for court security and approximately \$54,000 for court technology to COLLEYVILLE to prepare the municipal court facility to accommodate the merger of services. COLLEYVILLE will provide the necessary documentation to KELLER for reimbursement. Exhibit "D" is an estimate for the costs known at this time. COLLEYVILLE will retain the title to all the equipment in the municipal court facility and is responsible to properly maintain and insure the equipment.

Section 5. Payments for Services Performed. All payments for municipal court services except for the one time configuration and equipment payment outlined in Section 4.b, hereto shall be paid by KELLER in four (4) equal installments due on the 15th day of each calendar quarter beginning October 1, 2012 in advance of the services performed by COLLEYVILLE for KELLER for each subsequent calendar quarter of COLLEYVILLE'S fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment for the operation of the municipal court shall be in accordance with COLLEYVILLE'S Fiscal Year Municipal Court Department Operating budgeted amount adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the COLLEYVILLE City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, multiplied by the cost share factor. The cost factor percentage assigned shall be calculated annually at a rate based on the total average number of citations issued by each city for the three most recent calendar years combined (example: Keller = 9,762 average number of citations issued over three years = 46.5%; Colleyville = 11,212 average number of citations issued over three years = 53.5%).

Each annual payment for the General and Administrative Charge shall be based on the fixed percentages described in Exhibit "C", adjusted annually, based on COLLEYVILLE'S respective departmental budget anticipated to be approved by the COLLEYVILLE City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.

COLLEYVILLE shall notify KELLER of the anticipated costs of the municipal court services, general and administrative charges, and technology and security requests by May 30 prior to the start of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the COLLEYVILLE City Council adopts the COLLEYVILLE annual budget, but shall not exceed the estimate by more than 5%.

In the event the KELLER City Council fails or refuses to approve the annual payment amount set forth in this section by September 30, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of COLLEYVILLE.

Section 6. Cancellation.

- a. KELLER shall have the right to terminate, based on the provisions of this Agreement, if COLLEYVILLE breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from KELLER. If the Agreement is terminated under this paragraph, COLLEYVILLE shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to KELLER.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice at least twelve (12) months prior to the subsequent Fiscal Year, October 1. All payments by KELLER to COLLEYVILLE shall continue until the cancellation date or as mutually agreed to by both parties.

Section 7. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

COLLEYVILLE
City Manager
City of Colleyville
100 Main Street
Colleyville, TX. 76034

KELLER
City Manager
City of Keller
P.O. Box 770
Keller, TX 76244

Section 8. Dispute Resolution. Immediate performance complaints or concerns should be addressed by communicating the problem to the Municipal Court Administrator. Unresolved issues regarding the performance of municipal court services shall then be brought to the standing committee as outlined under Section 3(g) of this agreement.

In order to ensure an effective relationship between the parties and to provide the best possible public services, and following consideration by the standing committee, it is mutually agreed that all remaining unresolved questions or concerns arising under this Agreement shall be handled and attempted to be resolved between the City Managers of COLLEYVILLE and KELLER.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 9. Venue. Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 9.

Section 10. Independent contractor. All parties mutually agree that COLLEYVILLE is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of COLLEYVILLE in no way are to be considered employees of KELLER. The employment rights of COLLEYVILLE personnel assigned under this agreement will not be abridged.

Section 11. Indemnification. To the extent allowed by law, COLLEYVILLE hereby agrees to indemnify and otherwise hold harmless KELLER, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to COLLEYVILLE'S performance of municipal court services under this agreement including any intentional or negligent acts or omissions of COLLEYVILLE'S officials, officers, agents or employees relating to or arising out of the performance of the municipal court.

COLLEYVILLE and KELLER each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court, and to the extent allowed by law each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the municipal court under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, COLLEYVILLE and KELLER do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, COLLEYVILLE and

KELLER do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 12. **Municipal Court Facility.** In the event that the municipal court services located at the COLLEYVILLE Justice Center is damaged due to a natural or a manmade disaster and is unusable, COLLEYVILLE will have a contingency plan to continue to provide the services under this Agreement at another facility within Northeast Tarrant County.

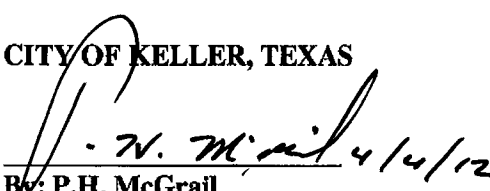
Section 13. **Annual Review.** Annually, at the time the cost for municipal court services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COLLEYVILLE and KELLER.

Section 14. **Additional Parties.** Additional parties may be added to this agreement with the mutual consent of the governing bodies of COLLEYVILLE and KELLER respectively.

Section 15. This Agreement has been approved by the governing bodies of COLLEYVILLE and KELLER respectively. The execution of this Agreement has been authorized by an act of the governing bodies of COLLEYVILLE and KELLER at a duly called and posted meeting. This Agreement shall become effective at 12:00 a.m. on October 1, 2012 (the "Effective Date"). Any tickets or citations issued prior to the Effective Date shall be adjudicated in the municipality in which the incident arose or the citation or ticket was issued.

IN WITNESS WHEREOF, we have hereunto set our hands this the 14th day of April, 2012, in duplicate originals.

CITY OF KELLER, TEXAS


By: P.H. McGrail
Mayor


By: Dan O'Leary
City Manager

ATTEST:

CITY OF COLLEYVILLE, TEXAS


By: David Kelly
Mayor

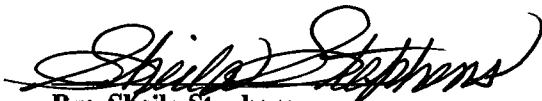

By: Jennifer Fadden
City Manager

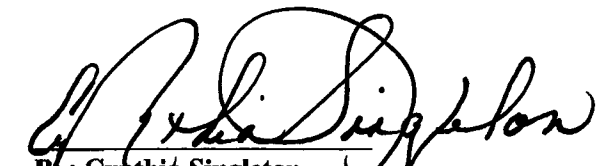
Colleyville City Council

ATTEST:

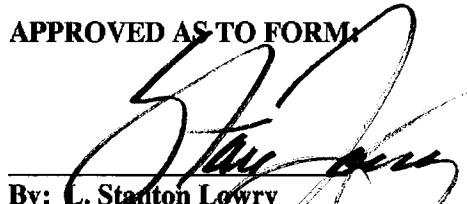
MAR 20 2012

Approved


By: Sheila Stephens
City Secretary


By: Cynthia Singleton
City Secretary

APPROVED AS TO FORM:


By: L. Stanton Lowry
City Attorney for Keller

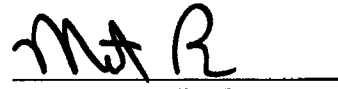

By: Matthew Boyle
City Attorney for Colleyville

Exhibit A

Colleyville and Keller recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge, and the parties will endeavor to achieve that goal. That said, Colleyville and Keller reserve the right to select and/or remove their Municipal Court Judge in accordance with their applicable Charter provisions. A municipal judge review and selection committee consisting of both Mayor's and two duly appointed City Council members from each City will formulate a process for obtaining and assessing candidates for the Municipal Court Judge position. The current Judges for Colleyville and Keller will be invited to submit their candidacy for the combined Court. Upon the conclusion of such process, the Committee shall make a recommendation to the full Colleyville and Keller City Councils for the selection of the Municipal Court Judge. If such candidate is approved by both the Colleyville and Keller City Councils, that candidate shall serve as the Municipal Court Judge for the combined Municipal Court for an initial term of two (2) years. In the event the candidate is not approved by both Colleyville and Keller, the matter shall be referred back to the standing committee for the recommendation of an alternative appointment. In the event such alternative appointment is not approved by both Colleyville and Keller, then this issue shall be sent to dispute resolution pursuant to Section 9 of the Agreement. Any renewals of term or approval of a replacement Judge will be subject to this process.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the standing committee a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. In the event either Colleyville or Keller objects to the proposed temporary replacement Judge(s), the Municipal Court Judge must propose an alternative replacement(s) until such replacement(s) is approved by both Colleyville and Keller. If for any reason, the Municipal Court Judge is unable to attend to their duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

The standing committee shall recommend an annual salary for the Municipal Judge to be considered by the respective City Councils and if approved incorporated into the employment contract of the Municipal Judge.

Exhibit B

Reporting -

The City of Colleyville will prepare the following reports and submit for the City of Keller
State of Texas Reports:

Official Municipal Court Monthly Report (monthly)

State Criminal Costs and Fees (quarterly)

Child Safety Violation – for cases pending prior to 9-28-11(annual when applicable)

DR18 – Notice of Final Conviction (weekly)

DIC15 – Notice of Conviction or Suspension/Disqualification (weekly when applicable)

DIC21 – Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary)

Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

Collection agency fee distribution list (monthly)

Metroport Teen Court: Disposition (yearly) to balance the number of cases reflected on the yearly total cases –payment submitted yearly to teen court to reflect ½ of the 20.00 fee back in the teen court fund.

Omnibase Services Fee Distribution list (quarterly) payment submitted quarterly

And all other reports requested by the City of Keller for outside service provider

Financial reports for City of Keller

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability, Teen Court revenue (weekly)

And any other reports deemed necessary by the City of Keller to facilitate financial reporting.

Other reports for City of Keller

Reports available through court and/or financial software to respond to City of Keller open records requests.

Exhibit C

FISCAL YEAR 2012/2013 COMBINED MUNICIPAL COURT BUDGETS And GENERAL AND ADMINISTRATIVE CHARGES FOR SERVICES TO THE CITY OF KELLER.

OPERATING BUDGET FOR COLLEYVILLE-KELLER MUNICIPAL COURTS SYSTEM FISCAL YEAR 2012/2013

TOTAL OPERATING BUDGET \$419,805

KELLER PORTION:

Includes six (6) full-time employee equivalents (FTEs):

- Municipal Judge (1)
- Court Administrator (1)
- Deputy Court Clerk (1)
- Senior Court Clerk (1)
- Administrative Court Clerk (2)

Annual Service Level at 45.9% cost share \$ 192,649
(October 1, 2012 – September 30, 2013)

GENERAL AND ADMINISTRATIVE CHARGES (1) \$ 27,961

Includes services of Administration, Building Maintenance
Human Resources, Information Services.

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13 \$ 220,610

- (1) PERCENT (%) OF RESPECTIVE ANNUAL
OPERATING BUDGET USED:
- | | |
|----------------------|-------|
| Administration | 2.0 % |
| Human Resources | 2.5% |
| Information Services | 2.0% |

Exhibit D

Pay a one-time equipment and configuration cost of approximately \$25,578 for court security and approximately \$54,000 for court technology to COLLEYVILLE to prepare the municipal court facility to accommodate the merger of services:

COURT SECURITY:

Replace Existing Cameras and New Court Cameras

Software	\$8,220.00	
Server	\$13,000.00	
Displays	\$3,300.00	
Cameras	\$18,635.00	
Misc	\$8,000.00	\$400 X 20 Cameras
Total	\$51,155.00	Reoccurring annual software maintenance of \$960
KELLER @ 50%	\$25,578.00	

COURT TECHNOLOGY: – To be determined

Assessment underway - estimated KELLER upfront share of approximately \$54,000 (Annual software licensing and maintenance costs for years 2-4 estimated at \$25,000).