

REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This Regional Municipal Court Judge Agreement (“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 (each a “City” and collectively the “Cities”) jointly administer and operate a regional municipal court; and

WHEREAS, the Cities desire to engage and appoint Judge Carol Montgomery to serve as the regional municipal court judge for the Cities’ regional municipal court pursuant to the terms and conditions 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 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 December 1, 2021 (the “Effective Date”) and shall expire December 31, 2023. Notwithstanding the foregoing, the term of this Agreement may be extended by mutual written agreement of the Parties.

Article III Regional Municipal Court Judge

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge’s duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with Cities’ respective Charters, the Cities’ interlocal agreement for combined municipal court services, 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 foregoing 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) Coordinate court activities with the municipal court administrator, prosecutor(s), city attorney(s), and other departments of the Cities as necessary;
- (g) 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
- (h) 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. Judge shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. In particular, Judge shall be responsible for all arraignments and 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 of the cities related to the same. Judge (or duly assigned associate judge(s)) shall, at all times during the term of this Agreement, be available on a 24/7 basis to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters. Compensation for these duties flow through the stipend received from Southlake in the amount of \$12,000 per year and Roanoke in the amount of \$7,300 per year, to be paid to the Judge quarterly.

3.3 Scheduling of Dockets. Judge shall be responsible for scheduling all court dockets and proceedings in coordination with the municipal court administrator to facilitate optimal court efficiency in support of the Cities' customer service goals and values.

3.4 Review and Selection Committee. The Cities have established a Municipal Judge Review and Selection Committee (the "Committee") to assist in administering the position of the regional municipal court judge. The Committee may meet from time to time to discuss, review and/or modify the administration of the regional municipal judge position, including the periodic review the Judge's performance under this Agreement. Within the first three (3) months of this Agreement, a performance evaluation of judge shall be undertaken by the Cities (through their respective City Managers, or designee(s)) and presented to the Committee. Upon request by the Committee and/or Cities, Judge agrees to collaborate with the Committee to ensure the municipal court's operations, policies and orders are being effectively administered consistent with the operational goals and values of the Cities.

3.5 Associate Judge(s). Judge shall, upon prior written approval of the Cities, engage the services of one or more associate judges during the term hereof, subject to all terms and conditions established by the Cities, in the Cities' sole discretion. Judge shall exercise direct supervision over all associate judges and be responsible for assigning such associate judges to act in Judge's absence in accordance with Section 30.00007(a)(4) of the Texas Government Code. Judge shall be responsible for all compensation due to all associate judges under this Agreement and shall ensure that the position of associate judge does not go vacant for more than 60 consecutive days during the term of this Agreement.

3.6 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office. The Cities 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

4.1 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, during the term of this Agreement, (i) use of 2 iPads (to be purchased and owned by Colleyville) at least one device will be a cellular streaming device, (ii) a one-time reimbursement up to \$250.00 for judicial robe(s), (iii) a mobile telecommunications device stipend in the amount of \$100.00 per month, and (iv) city shall fund City of Colleyville portion of participation in Texas Municipal Retirement Fund. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the Parties in writing.

4.2 Independent Contractor Status; Insurance; Taxes. Notwithstanding any other provision of this Agreement, the Parties intend and agree that Judge shall be an independent contractor and not an employee of either City during the term of this Agreement for any purpose, including without limitation, application of FICA, the Social Security Act, the Federal Unemployment Act, and applicable provisions of the Internal Revenue Code. The Cities shall not pay (or reimburse) Worker's Compensation Insurance on Judge's behalf during the term of this Agreement and Judge shall at all times be responsible for the payment of Judge's self-employment taxes incurred in connection with this Agreement.

Article V Termination

5.1 Termination for Convenience. Any Party may terminate this Agreement, in whole or in part, at any time by providing sixty (60) 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 Removal of Judge. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE

By: _____
Mayor Richard Newton

By: _____
Carol Montgomery

Date signed: _____

Date signed: _____

CITY OF KELLER

By: _____
Mayor Armin Mizani

Date signed: _____