

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

This Second Amendment to the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller (“Second Amendment”), is made and entered into as of October 1, 2023 (the “Effective Date”) by and between the City of Colleyville, Texas, a Home Rule municipal corporation (“COLLEYVILLE”) and the City of Keller, Texas, a Home Rule municipal corporation (“KELLER”), each acting by and through its duly appointed and authorized city managers.

**RECITALS**

**WHEREAS**, COLLEYVILLE and KELLER entered into that certain Interlocal Agreement for Combined Municipal Court Services for the cities of COLLEYVILLE and KELLER dated April 4, 2012 (the “Agreement”); and

**WHEREAS**, COLLEYVILLE and KELLER entered into that certain First Amendment to the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller (the “First Amendment”) for the First Renewal term in accordance with Section 2 of the Agreement, which began on October 1, 2018 and ran through September 30, 2023; and

**WHEREAS**, COLLEYVILLE and KELLER desire to extend the Agreement for a second Renewal Term in accordance with Section 2 of the Agreement, which shall begin on October 1, 2023 and run through September 30, 2028; and

**WHEREAS**, COLLEYVILLE and KELLER desire to enter into this Second Amendment to allow the cities to continue to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth in the Agreement, as amended; and

**WHEREAS**, COLLEYVILLE and KELLER agree that the approval of this Second Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public; and

**WHEREAS**, the Second Amendment to the Agreement is approved by the governing bodies of both COLLEYVILLE and KELLER; and

**WHEREAS**, the 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 foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Recitals. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. Term. In conformance with Section 2 of the Agreement, the parties mutually agree to extend the term of the Agreement for a Second Renewal Term beginning on October 1, 2023 and expiring on September 20, 2028.
4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement and First Amendment are otherwise unmodified and remain in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to all amendments thereto.
5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
6. Miscellaneous. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of an electronic copy of this Second Amendment executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas. Except as modified hereby, the Agreement, as previously amended, remains unmodified and in full force and effect.

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IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to be effective as of the Effective Date.

CITY OF COLLEYVILLE

By: \_\_\_\_\_  
Mayor Bobby Lindamood

Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager, Jerry Ducay

Date signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF KELLER

By: \_\_\_\_\_  
Mayor Armin Mizani

Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager, Aaron Rector

Date signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney