

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

This First Amendment to the Interlocal Agreement for Combined Municipal Court Services for the Cities of Colleyville and Keller (“Amendment”), is made and entered into 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 desire to continue that contractual relationship and agree to enter into a First Renewal Term in accordance with Section 2 of the Agreement, which shall begin on October 1, 2018 and run through September 30, 2023; and

WHEREAS, COLLEYVILLE and KELLER desire to enter into this Amendment, to extend the contractual obligations of both COLLEYVILLE and KELLER for combined 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 in the Agreement; and

WHEREAS, COLLEYVILLE and KELLER agree that the approval of this 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 Agreement, as amended hereby, is approved by the governing bodies of both COLLEYVILLE and KELLER; and

WHEREAS, the Agreement, as amended hereby, 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 the Amendment 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. Upon expiration of the Initial Term, the term of the Agreement shall be automatically extended for an additional five (5) year renewal term (the “First Renewal Term”) commencing on October 1, 2018 and ending on September 30, 2023.
3. Special Capital Cost Apportionment. Prior to incurring any Special Capital Cost, the parties shall mutually agree to the scope, budget and apportionment of the total costs to be incurred by each party. In this section “Special Capital Cost” shall be defined as the cost for any capital

expenditure that is not identified in the annual combined municipal court budget approved by both cities (Exhibit C to the Agreement). Special Capital Costs shall include all costs relating to construction, reconstruction, remodeling, renovation, expansion and equipping of the joint municipal court facility, including, but not limited to, engineering, architectural, and surveying costs, costs for demolition of existing improvements, costs for relocation and/or extension of existing utilities or construction of new utilities, costs relating to any work on adjacent property owned by COLLEYVILLE relating to providing access to, operation of, and parking for the facility, costs relating to the purchase and installation of new and/or replacement equipment in the facility or at any location on the facility property.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. Miscellaneous. This 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 Amendment executed by a party hereto shall be deemed to constitute delivery of an original hereof executed by such party. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas. Except as modified hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective the _____ day of _____, 2018.

[signature page to follow]

CITY OF COLLEYVILLE

By: _____
Mayor Richard Newton

Date signed: _____

By: _____
Jerry Ducay, City Manager

Date signed: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

By: _____
Mayor P.H. McGrail

Date signed: _____

By: _____
Mark Hafner, City Manager

Date signed: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney
3042:6.4.18:99925