

THIRD AMENDMENT TO REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This Third Amendment (“Amendment”) to the Regional Municipal Court Judge Agreement executed on September 23, 2014 (“Agreement”), is made and entered into by and between the City of Colleyville (“Colleyville”), the City of Keller (“Keller”), and Judge Sara Jane del Carmen (“Judge del Carmen”). Colleyville, Keller, and Judge del Carmen may collectively be referred to as the parties.

WHEREAS, the parties executed the original Agreement on September 23, 2014; and

WHEREAS, the Agreement was first amended on September 15, 2015 and was amended a second time on September 28, 2016; and

WHEREAS, Judge del Carmen has served well during her term of service as Regional Municipal Court Judge; and

WHEREAS, Judge del Carmen has brought innovation and leadership to the bench yielding improved operations and efficiencies in the Court; and

WHEREAS, the parties wish to adjust the annual compensation to Judge del Carmen; and

WHEREAS, the parties 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.

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Amendment, the receipt and sufficiency of which are hereby affirmed, 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. Amendment to Apportionment. The section of the Agreement titled “Appointment” is hereby amended by amending and restating subsection a. to read as follows:
 - a. The Regional Municipal Court Judge shall be reappointed for a two (2) year term of office commencing on October 1, 2018, and ending on September 30, 2020. The term of this Agreement shall automatically extend, and the Regional Municipal Court Judge shall be reappointed for one additional two (2) year term beginning on October 1, 2020 (the “Second Reappointment Term”), unless any party hereto gives written notice of its intent not to extend this Agreement for the Second Reappointment Term on or before August 1, 2020. During term of this Agreement, the Regional Municipal Court Judge shall serve as Presiding Judge over the Colleyville and Keller Municipal Courts of Record in accordance with Section 30.00007 of the Texas Government Code. The Regional Municipal Court Judge may be removed from office only as provided by law. The removal of the Regional Municipal Court Judge by either the City of Colleyville or the City of Keller shall be mutually effective to terminate this Agreement. In the event of removal, there shall be no other liability to the Cities of Colleyville and Keller.

3. Amendment to Compensation and Evaluation. The section of the Agreement titled “Compensation and Evaluation” is hereby amended by amending and restating subsection a. to read as follows:

- a. As compensation for all required services, as outlined herein, the City agrees to pay the Regional Municipal Court Judge \$5,192.31 bi-weekly fee which equates to total annual fees of \$135,000.00. No other compensation or benefits shall be paid to the Regional Municipal Court Judge, and the Regional Municipal Court Judge shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third 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 Third 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

REGIONAL MUNICIPAL COURT JUDGE

By: _____
Mayor Richard Newton

By: _____
Sara Jane del Carmen

Date signed: _____

Date signed: _____

Attest:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney
3042:6.4.18:99927

CITY OF KELLER

By: _____
Mayor P.H. McGrail

Date signed: _____

Attest:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney