

## INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered on the 10<sup>th</sup> day of January, 2022 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the "City") and Stephens County, a political subdivision of the State of Texas (the "County").

### RECITALS

**WHEREAS**, the City operates a municipal court pursuant to Section 4.26 of its Charter and Section 29.002 of the Texas Government Code, which has jurisdiction over criminal cases arising under City ordinances and Class C misdemeanors occurring within the City limits;

**WHEREAS**, the County operates a justice court pursuant to Chapter 27 of the Texas Government Code, which has jurisdiction over Class C misdemeanors occurring within the County limits, civil cases in which the amount in controversy is less than \$20,000, cases of forcible entry and detainer, and certain foreclosures and expunction proceedings;

**WHEREAS**, for financial and efficiency purposes, beginning on February 1, 2022 (the "Effective Date") the City and the County wish to coordinate the operation of the municipal and justice courts pursuant to the terms of this Agreement; and

**WHEREAS**, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

1. Municipal Court Judge.

(a) The City Commission of the City shall appoint the currently serving Justice of the Peace (the "JP") of the County to serve as the City's Municipal Court Judge for a two-year term, beginning on the Effective Date. The County agrees that its JP will serve as the City's Municipal Court Judge.

(b) The JP, serving as the Municipal Court Judge, shall be responsible for performing those duties customary to the office of Municipal Court Judge, including, but not limited to, magistrating defendants who are charged in the municipal court, issuing seizure warrants, and conducting animal hearings under the Texas Health & Safety Code, and conducting public nuisance hearings under Chapter 4 of the Breckenridge Code of Ordinances.

(c) As the Municipal Court Judge, the County's JP shall be required to complete sixteen (16) hours of training, per year, regarding municipal court powers, functions, and operations. The City shall be responsible for all reasonable costs incurred in completing said training.

(d) Should a different person be elected as the County's JP, the City Commission will remove the previous JP from office and appoint the new JP as the Municipal Court Judge.

2. Court Offices.

(a) On the Effective Date, the City's Municipal Court offices will relocate to the County's Justice Court offices.

(b) The County shall allow the City to use the phone number and phone system used by the Justice Court and shall be responsible for all costs of the phone service, including, but not limited to, adding additional phone lines as may be necessary for the operation of both Courts. The City shall incur the initial cost, if any, to transfer the Municipal Court's phone and fax lines to Justice Court office.

(c) The County agrees to provide reasonable space for the City's Municipal Court Clerk, as well as all of the Municipal Court records, books, and other equipment or supplies used by the Court.

(d) The City's Municipal Court shall hold hearings and trials in the County's courtroom, and the County agrees to make reasonable accommodations to allow such proceedings to occur.

(e) The County shall be responsible for performing adequate maintenance of the Court offices and shall be responsible for all costs of utilities. The County shall also be responsible for equipping the Court office with adequate furniture.

(f) The City shall reimburse the County, on a quarterly basis, for half the cost of supplies. The County shall provide a detailed statement on the expenses incurred during the quarter.

3. Court Recordkeeping and Finances.

(a) The records and files of each the Municipal Court and the Justice Court shall remain separate.

(b) Each Court shall maintain its electronic files on separate computers using the respective Court's current computer system.

(c) The County's JP shall determine the fines and damages for cases filed in the Justice Court, and the JP, serving as the Municipal Court Judge, shall determine the fines for cases filed in the Municipal Court.

(d) All fines, court costs, and damages collected by each Court shall be maintained in separate accounts and not commingled in any way. All fines and court costs collected by the Municipal Court shall be the property of the City. All fines and court costs collected by the Justice Court shall be the property of the County.

4. Court Clerks.

(a) The County's JP shall be responsible for supervising and overseeing the work of each Court Clerk. Discipline of the Justice Court Clerk shall be handled pursuant to the County's policies. Discipline of the Municipal Court Clerk shall be referred to, and handled by, the City's City Manager.

(b) If a new Municipal Court Clerk is hired by the City, the County's JP will be entitled to be involved in the hiring process.

(c) The salary and other employee benefits given to the Municipal Court Clerk shall be the sole responsibility of the City. The salary and other employee benefits given to the Justice Court Clerk shall be the sole responsibility of the County.

(d) Each Court Clerk may assist with tasks for the other Court, as directed by the County's JP. Either Court Clerk may accept and process payment for fines and court costs for either Court's cases.

(e) The Municipal Court Clerk shall attend Municipal Court Clerk training provided by the Texas Municipal Courts Education Center, annually, the cost of which shall be borne by the City. The Justice Court Clerk shall attend Justice Court Clerk training provided by Stephens County, annually, the cost of which shall be borne by the County.

5. Prosecutors.

(a) The City Attorney, or Deputy City Attorney, shall be responsible for prosecution of cases filed with the Municipal Court. The City shall be solely responsible for the costs of the City Attorney or Deputy City Attorney in prosecuting Municipal Court cases.

(b) The County Attorney, or Deputy County Attorney, shall be responsible for prosecution of cases filed with the Justice Court. The County shall be solely responsible for the salary of the County Attorney or Deputy County Attorney.

6. General.

(a) *Term.* The term of this Agreement shall be two years, beginning on the Effective Date and ending on January 31, 2024. This Agreement shall automatically renew unless either party provides notice to the other party that it does not wish to renew at least ninety (90) days before the end of the then-current term.

(b) *Nonappropriation of Funds.* Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should either party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other party at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.

(c) *Breach.* If any party fails to comply with any provision of this Agreement, the other party shall send written notice of that fact to the breaching party. The Agreement will terminate if the breach is not cured within thirty (30) days after the date notice is received. A

waiver by a party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

(d) *Venue.* All parties agree that exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.

(e) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.

(f) *No Waiver of Defense.* Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to either party, or any past or present City Commissioners, County Commissioner, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

(g) *Assignment.* This Agreement may not be assigned without the written consent of both parties.

(h) *Independent Contractors.* The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the \_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Wright  
Assistant City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 10<sup>th</sup> day of January 2022.

  
\_\_\_\_\_  
Michael Roach, County Judge

ATTEST:

  
\_\_\_\_\_  
Jackie Ensey, County Clerk