

**INTERLOCAL AGREEMENT  
FOR THE ADMINISTRATION OF MUNICIPAL COURT SERVICES  
FOR THE TOWN OF TROPHY CLUB, TEXAS BY THE CITY OF ROANOKE, TEXAS**

**THE STATE OF TEXAS   §  
                                  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DENTON   §**

This **INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”), is made and entered into by the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Roanoke”) and the **TOWN OF TROPHY CLUB, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Trophy Club”), and each acting by and through its duly appointed and authorized Mayors.

**WHEREAS**, pursuant to the authority granted under Chapter 791 of the Texas Local Government Code; and

**WHEREAS**, the municipalities of Roanoke and Trophy Club recognize the joint benefits of Roanoke administering the court systems for both municipalities; and

**WHEREAS**, Trophy Club is desirous of Roanoke administering their municipal court activities to provide a more effective and efficient delivery of this key public service; and

**WHEREAS**, Roanoke has the facilities available to perform the municipal court services for both cities; and

**WHEREAS**, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

**WHEREAS**, Roanoke and Trophy Club have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

**WHEREAS**, Roanoke and Trophy Club believe that this Agreement is in the best interests of Roanoke and Trophy Club; and

**WHEREAS**, this Agreement was originally approved by the governing bodies of Roanoke and Trophy Club and commenced on October 1, 2021; and

**WHEREAS**, the governing bodies of Roanoke and Trophy Club wish to extend this agreement; and

**WHEREAS**, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roanoke and Trophy Club agree as follows:

**SECTION 1. RECITALS.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

**SECTION 2. TERM.**

- A. This Agreement became effective as of October 1, 2021, as defined herein, and shall continue thereafter until **January 30, 2024**, unless terminated sooner under the provisions hereof.
- B. This Agreement may be terminated by either party with ninety (90) days advance written notice to the other party.

**SECTION 3. AFFIRMATIVE OBLIGATIONS AND SCOPE OF SERVICES.**

- A. Roanoke hereby agrees to provide Trophy Club the following equipment, services, personnel and facilities:
  - a. Commencing October 1, 2021, at 12:01 a.m., Roanoke will provide municipal court administration services at the Roanoke municipal court facilities. The Municipal Judge, appointed by Roanoke, will also be appointed as The Municipal Court Judge or as an associate judge for the Town of Trophy Club (as described in *Exhibit A*) and the Municipal Judge will establish the policies and procedures for municipal court proceedings. Roanoke will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
    - i. Filing and prosecution of Class C misdemeanor criminal laws and ordinance violations which occur in Trophy Club and which are subsequently filed with the Roanoke Court clerk including the interpretation, application and enforcement of Trophy Club ordinances and state law, as well as the adjudication of all matters both civil and criminal that may be within the jurisdiction of municipal courts of the State of Texas;
    - ii. Maintenance of all citations and other applicable records related to citations issued in Trophy Club and filed with the Roanoke Court clerk;
    - iii. Completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
    - iv. Informing all defendants of citations issued in Trophy Club of their legal options under the laws of the State of Texas;

- v. Providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services;
  - vi. Providing financial reports to Trophy Club and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by Trophy Club for compliance with GAAP; and
  - vii. Maintaining a service level to Trophy Club that complies with all applicable standards for the court functions as required presently and in the future by applicable law.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for Roanoke and Trophy Club, including providing all employee policies and procedures and the administration thereof shall be provided by Roanoke.
  - c. Roanoke shall prepare and administer reports as shown on *Exhibit B*.
  - d. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Roanoke and Trophy Club related court actions.
  - e. Roanoke will oversee all court personnel and handle all court accounting.
  - f. Roanoke shall have sole discretion to choose all platforms, software, or vendors related to the processing and administration of Trophy Club citations.
  - g. In the event that the municipal court facilities located at Roanoke are damaged due to a natural or a manmade disaster and is unusable, Roanoke will have a contingency plan to continue to provide the services under this Agreement at another facility within Denton County.
- B. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, full access to Trophy Club's municipal court Incode software, or any other software utilized in the Trophy Club municipal court;
  - C. Trophy Club shall comply with any notification requirements to be included with citations issued by the Trophy Club police department, fire department, code enforcement or other designated city official authorized to issue citations;
  - D. Trophy Club shall, upon request, provide to the Roanoke municipal court staff, including the prosecutor and/or Judge, any backup documentation, including photographs, police reports, call sheets or officer notes, in order to assist in the filing, prosecution and resolution of Trophy Club citations filed with the Roanoke municipal court;

- E. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, access to Trophy Club's utility customers or other lists or databases of Trophy Club residents in order summons citizens of Trophy Club to serve on jury trials for offenses occurring in the Trophy Club geographic area.

#### **SECTION 4. FUNDING OBLIGATIONS.**

- A. Trophy Club agrees to pay or cause to be paid to Roanoke or allow Roanoke to retain fifty percent (50%) of all court revenues collected after state fines and fees are paid to the State of Texas, including any prior or outstanding warrants and court costs and fees collected from the combined municipal court services on cases originated in Trophy Club. Such funding constitutes consideration for this Agreement.
- B. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Trophy Club related court actions, and will allocate a portion of the cost of these services based on Trophy Club caseload, to be paid from Trophy Club's share of revenue as defined in Section 4, A above.
- C. Trophy Club will pay, directly to Tyler Technology, all costs associated with the use of the INCODE 10 software by Roanoke personnel, including any training for new court personnel.
- D. Roanoke Municipal Court may request annually, during the budget process, the use of Trophy Club's court technology and building security funds for upgrades to the Roanoke Municipal Court. These requests must be presented, reviewed, and approved by both the governing bodies of Trophy Club and Roanoke.

#### **SECTION 5. CANCELLATION.**

- A. Trophy Club and Roanoke shall have the right to terminate, based on the provisions of this Agreement, if the other party breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from the other party. If the Agreement is terminated under this paragraph, Roanoke shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to Trophy Club.
- B. After the initial term of this Agreement, all parties shall have the right to terminate this Agreement by giving written notice at least six (6) months prior to October 1<sup>st</sup> of the year in which notice is given. All payments by Trophy Club to Roanoke shall continue until the cancellation date or as mutually agreed to by both parties.

## SECTION 6. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- B. **Annual Review.** Annually, at the time the cost for municipal court services is recalculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of Roanoke and Trophy Club.
- C. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- D. **Approval; Effective Date.** This Agreement has been approved by the governing bodies of Roanoke and Trophy Club, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Roanoke and Trophy Club at a duly called and posted meeting. This Agreement shall become effective at **12:01 a.m. on October 1, 2021** (the "Effective Date").
- E. **Assignment.** This Agreement may not be assigned without the express written consent of the other Parties.
- F. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Roanoke warrants and represents that the individual executing this Agreement on behalf of Roanoke has full authority to execute this Agreement and bind Roanoke to the same. Trophy Club warrants and represents that the individual executing this Agreement on Trophy Club's behalf has full authority to execute this Agreement and bind it to the same.
- G. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Independent Contractor.** All parties mutually agree that Roanoke is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Roanoke in no way are to be considered employees of Trophy Club. The employment

rights of Roanoke personnel assigned under this Agreement will not be abridged.

- J. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of Roanoke and Trophy Club that any entity other than Roanoke or Trophy Club receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties to this Agreement.
- K. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, Trophy Club and Roanoke do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.
- L. **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to the Roanoke:      City of Roanoke, Texas  
   500 S. Oak Street  
   Roanoke, Texas 76262  
   Attn: Scott Campbell, City Manager  
   Phone Number: (817) 491-2411

If to Trophy Club:      Town of Trophy Club, Texas  
   1 Trophy Wood Drive  
   Trophy Club, Texas 76262  
   Attn: Wade Carroll, Town Manager  
   Phone Number: (682) 237-2900

- M. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.
- N. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**[The Remainder of this Page Intentionally Left Blank]**

**ROANOKE:**

**CITY OF ROANOKE, TEXAS,**  
A Texas home-rule municipality

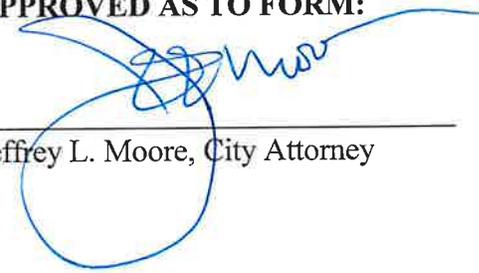
By:   
Carl E. Gierisch, Jr., Mayor

Date Signed: January 24, 2023

**ATTEST:**

  
April S. Hill, City Secretary

**APPROVED AS TO FORM:**

  
Jeffrey L. Moore, City Attorney



**TROPHY CLUB:**

**TOWN OF TROPHY CLUB, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Alicia L. Fleury, Mayor

Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Anita Otterson, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
J. David Dodd, City Attorney

### *Exhibit A*

Roanoke and Trophy Club recognize that the administration of Trophy Club cases in the Roanoke Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge. The current Presiding Judge for Roanoke will serve as the presiding judge for the Roanoke Municipal Court and will be appointed as the Municipal Court Judge or as an associate judge to preside over Trophy Club cases. The Trophy Club presiding Judge shall not have any duties, obligations or responsibilities with regard to the cases filed in the Roanoke Municipal Court.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the cases filed in the Roanoke Municipal court, including but not limited to the following: establishment of all court policies and judicial orders relating to the filing, processing and resolution of all cases, adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, Class C warrant issuance), juror notification, setting of bonds, other judicial proceedings and magistrate services. Trophy Club shall appoint the current presiding judge of the Roanoke Municipal Court as an associate judge for Trophy Club Municipal Court. In addition, Trophy Club shall appoint the two (2) current associate judges of the Roanoke Municipal Court as associate judges for Trophy Club Municipal Court to serve in the event of a conflict of interest or unexpected unavailability of the Roanoke Presiding Judge. All judicial services pursuant to this Agreement shall be provided at the Roanoke facilities and by a Roanoke-appointed judge.

***Exhibit B***

[Reports]

**Reporting -**

Roanoke will prepare the following reports and submit for Trophy Club the following State of Texas Reports:

- Official Municipal Court Monthly Report (monthly)
- State Criminal Costs and Fees (quarterly)
- Child Safety Violation — for cases pending prior to 9-28-11 (annual when applicable)
- DR18 — Notice of Final Conviction (weekly)
- DIC15 — Notice of Conviction or Suspension/Disqualification (weekly when applicable)
- DIC21 — Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary) Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

- Collection agency fee distribution list (monthly)

And all other reports requested by Trophy Club for outside service provider

Financial reports for Trophy Club

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability

And any other reports deemed necessary by Trophy Club to facilitate financial reporting.

Other reports for Trophy Club

- Reports available through court and/or financial software to respond to Trophy Club open records requests.