

**RESOLUTION 2003-08-01**

**A RESOLUTION OF THE CITY OF WESTON, TEXAS, COLLIN COUNTY, TEXAS, APPROVING AN INTER-LOCAL AGREEMENT WITH THE CITY OF CELINA, COLLIN COUNTY, TEXAS, PROVIDING FOR MUNICIPAL COURT SERVICES.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS THAT**

The Interlocal Agreement for Municipal Court Services is approved as presented.

**ADOPTED** by the City Council of the City of Weston, Texas on this the 12<sup>th</sup> day of August, 2003.

**APPROVED BY:**

Patti Harrington  
Patti Harrington, Mayor

**ATTEST;**

Michele Smith  
Michele Smith, City Secretary



STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**INTERLOCAL COOPERATION AGREEMENT FOR  
MUNICIPAL COURT SERVICES**

**WHEREAS**, the City of Celina, Texas ("Celina") and the City of Weston, Texas ("Weston") (together, the "Cities") are Type A General Law municipalities duly incorporated pursuant to the general laws of the State of Texas; and

**WHEREAS**, Celina and Weston are authorized and empowered pursuant to V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, to agree with one another to perform governmental functions and services, including municipal court services; and

**WHEREAS**, Celina and Weston desire to improve the efficiency and effectiveness of municipal court services provided to the citizens of both Cities; and

**WHEREAS**, Weston has the authority to authorize Celina to perform the municipal court services as provided herein and Celina and has the authority to so act; and

**WHEREAS**, Celina and Weston desire to enter into this Agreement and agree that this Agreement is in the best interest of and serves the public health, safety and welfare of the Cities.

**NOW THEREFORE**, Celina and Weston, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each of the parties hereto, and other good and valuable consideration, Celina and Weston do hereby contract and agree as follows:

**I.**

The Effective Date of this Agreement shall be the 1<sup>st</sup> day of January, 200~~8~~<sup>4</sup>. The term of this Agreement shall be for a period of one (1) year and will be automatically renewed on the 1<sup>st</sup> day of January of each year unless written notice to terminate or modify the terms of the Agreement are given 90 days prior to renewal date. Such written notice shall be given no later than ninety (90) days in advance of the expiration date of the Agreement, or no later than ninety (90) days in advance of the termination date of any renewal Agreement as provided herein.

**II.**

For the purposes and consideration herein stated and contemplated, Celina by and through its municipal court, shall provide the following necessary and appropriate services for Weston to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin, to-wit:

The adjudication of Class C misdemeanor crimes, issuing arrest warrants, collecting and receipting fines and court costs, filing the required monthly Office of Court

Administration Reports, filing the required State Comptroller's Office reports, remitting the quarterly payments to the office of the State Comptroller, preparing and submitting reports of all moving traffic violation convictions to the Department of Public Safety, and other necessary functions. The Celina Municipal Court Clerk will serve in a like capacity for the City of Weston. Each such complaint shall be processed in the same manner as a complaint filed for a violation of a law within the corporate limits of Celina.

### III.

All fines and fees collected by and through the Municipal Court (less that amount paid to the state as required by law) are credited to Celina.

### IV.

Celina agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Celina employees, servants, agents and representatives doing work under this Agreement. Weston agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Weston employees, servants, agents and representatives doing work under this Agreement.

### V.

Celina understands and agrees that Celina employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Weston. Weston understands and agrees that Weston employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of Celina.

### VI.

Celina is a political subdivision of the State of Texas. The address of Celina is:

City of Celina  
302 W Walnut  
Celina, Texas 75009

Weston is a political subdivision of the State of Texas. The address of Weston is:

City of Weston  
301 Main Street  
P.O. Box 248  
Weston, Texas 75097

VII.

This Agreement represents the entire agreement between Celina and Weston and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both Cities or those authorized to sign on behalf of those governing bodies.

VIII.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement shall be performable in Collin County, Texas. Venue under this Agreement lies in Collin County, Texas.

IX.

If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

X.

The undersigned officers and/or agents of the parties hereto are the properly authorized official and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certified to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate original at Collin County, Texas on the date and year first written above.

CITY OF CELINA, TEXAS

By: *Carol Howard*  
Mayor, City of Celina, Texas

CITY OF WESTON, TEXAS

By: *Patti Harrington*  
Mayor, City of Weston, Texas

ATTEST:

ATTEST:

By: *Wicki Faulkner*  
City Secretary, City of Celina, Texas

By: *Michelle Smith*  
City Secretary, City of Weston, Texas

