

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
FOR COMBINED MUNICIPAL COURT SERVICES FOR THE CITY OF
KRUGERVILLE AND THE TOWN OF CROSS ROADS**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

This First Amendment to Interlocal Agreement for Combined Municipal Court Services (“First Amendment”) is by and between the City of Krugerville, Texas (“Krugerville”), and the Town of Cross Roads, Texas (“Cross Roads”), effective as of the last date of signing below.

WHEREAS, on or about October 1, 2016, the parties entered into an interlocal agreement (the “Agreement”) pursuant to Chapter 791 of the Texas Government Code to provide for and create a joint municipal court to provide combined municipal court services for both parties; and

WHEREAS, the parties desire to amend the Agreement to restructure certain funding aspects of the Agreement, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. Section 4 of the Agreement is hereby amended to amend subsection (c) to read as follows (underlined text is to be added, stricken text is to be deleted):

“Section 4. **Funding Obligations**

...

- (c) All court revenue received during any given fiscal year in excess of the budgeted amount of revenues for the municipal court for that fiscal year shall be applied in the following manner:
 - 1. Into designated reserve funds to be funded up to an amount equal to three months projected operating expenses for both the courts and police operations. The three months of police funds will be transferred to Cross Roads only after three months of Court projected operating expenses have been reached.
 - 2. All funds earned during any fiscal year in excess of the reserve funds shall be distributed to each municipality based upon each municipality's respective percentage contributions to the court and police operations for that fiscal year the source of income whereby the income derived from cases arising in the town limits of Cross Roads shall be distributed to Cross Roads and income derived

from cases arising in the city limits of Krugerville shall be distributed to Krugerville, but in no event shall Cross Roads receive less than ninety percent (90%) of the excess funds. Funds derived from cases arising outside the territorial limits of either city shall be distributed according to same percentage.”

2. All other provisions of the Agreement not expressly amended by this First Amendment shall remain in effect. This First Amendment shall be effective on the effective date of this First Amendment.

EXECUTED in single or multiple originals as of the date of signing below.

ATTEST:

CITY OF KRUGERVILLE

Sandy Frantz, City Secretary

Jeff Parrent, Mayor Date

ATTEST:

TOWN OF CROSS ROADS

Donna Butler, City Secretary

T. Lynn Tompkins, Jr., Mayor Date