

**STATE OF TEXAS                    §**

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# INTERLOCAL AGREEMENT

COUNTY OF TARRANT                    §

**THIS AGREEMENT** is entered into this the 1<sup>st</sup> day of October, 2017, by and between the Cities of North Richland Hills, Haltom City, Watauga and Richland Hills, Texas, municipal corporations, (hereafter referred to as "Cities" or "each participating City") the parties acting herein under the authority and pursuant to the terms of Chapter 791, INTERLOCAL COOPERATION CONTRACTS, Texas Government Code, for the purpose of establishing the terms under which a Teen Court program will be established and funded.

**WHEREAS**, the City of North Richland Hills has a Teen Court program established and operating and the Cities of Haltom City, Watauga and Richland Hills desire to make this program available to the residents of their respective cities; and,

**WHEREAS,** the Cities find that the terms and conditions set out herein for providing for the operation of a Teen Court for the parties hereto is equitable and will provide benefits to each; **NOW THEREFORE,**

W I T N E S S E T H:

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, the Cities of North Richland Hills, Haltom City, Watauga and Richland Hills, Texas do hereby contract and agree as follows:

**SECTION 1.** The Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system while allowing them to assume responsibility for their own actions by involvement in the judicial process and community service in order that their offenses will not be recorded; bringing juvenile offenders before a jury of their peers and to the community for constructive punishment which will provide the youths with an understanding of the judicial system and a realization of their roles (responsibilities) in the community.

**SECTION 2.** The City of North Richland Hills shall provide a court facility available for holding teen court on Monday nights and provide a Judge and Bailiff for all weekly sessions, employ a Teen Court Clerk to assist in administering and coordinating the activities of the Teen Court program and provide office space for the clerk. The Teen Court Clerk will work under the supervision of the North Richland Hills Juvenile Case Manager, who shall be responsible for preparation of Excel spread sheets for statistical reporting purposes.

**SECTION 3.** Haltom City, Watauga and Richland Hills agree to provide a Teen Court Board Member and Teen Court Judge to add in the rotation of scheduling with NRH Board Members and Teen Court Judges.

- SECTION 4.** Haltom City, Watauga and Richland Hills shall reimburse North Richland Hills for the cost of the salary and benefits of the Teen Court Clerk plus estimated supply costs and shared cost of Bailiff fees. Such costs for salary, benefits and supplies is \$20,114.00 for the year beginning October 1, 2017. Haltom City agrees to pay 44%, (\$8,850.00), Watauga agrees to pay 46% (\$9,253.00) and Richland Hills agrees to pay 10% (\$2,011.00). Each party shall make respective payments from current revenues available to the paying party.
- SECTION 5.** North Richland Hills has an existing Teen court Advisory Board in its jurisdiction appointed to such board by the City Council. Haltom City, Watauga and Richland Hills shall have the right to appoint one additional member to such advisory board.
- SECTION 6.** This Agreement shall be for the initial period beginning October 1, 2017 and ending September 30, 2018 upon execution of hereof by all parties hereto, with the option to renew for one additional year.
- SECTION 7.** Any party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other parties. Should either of the other three parties terminate their participation, North Richland Hills may terminate this agreement or renegotiate with the remaining party or parties.
- SECTION 8.** This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

**SIGNED AND EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2017, at Tarrant County, Texas.

**CITY OF NORTH RICHLAND HILLS**

**BY:** \_\_\_\_\_

Mark Hindman, City Manager

**Attest:**

\_\_\_\_\_

Alicia Richardson, City Secretary

(City Seal)

**Approved as to Form and Legality:**

\_\_\_\_\_

Maleshia McGinnis, City Attorney

**SIGNED AND EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2017, at Tarrant County, Texas.

**CITY OF HALTOM CITY, TEXAS**

**BY:** \_\_\_\_\_  
Keith R. Lane, City Manager

**ATTEST:**

\_\_\_\_\_  
Art Camacho, City Secretary

(City Seal)

**Approved as to Form and Legality:**

\_\_\_\_\_  
Wayne Olsen, City Attorney

**SIGNED AND EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2017, at Tarrant County, Texas.

**CITY OF WATAUGA, TEXAS**

**BY:** \_\_\_\_\_  
Greg Vick, City Manager

**ATTEST:**

\_\_\_\_\_  
Zolaina Parker, City Secretary

(City Seal)

**Approved as to Form and Legality:**

\_\_\_\_\_  
Mark Daniel, City Attorney

**SIGNED AND EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
2017, at Tarrant County, Texas.

**CITY OF RICHLAND HILLS, TEXAS**

**BY:** \_\_\_\_\_  
Eric Strong, City Manager

**ATTEST:**

\_\_\_\_\_  
Cathy Bourg, City Secretary

(City Seal)

**Approved as to Form and Legality:**

\_\_\_\_\_  
Betsy Elam, City Attorney