

STATE OF TEXAS

§

§

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

§

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into and effective on this the 1st day of October, 2026 (the “Effective Date”), by and between the City of North Richland Hills, Texas (“North Richland Hills”), the City of Watauga, Texas (“Watauga”), and the City of Richland Hills, Texas (“Richland Hills”), all being municipal corporations of the State of Texas, (hereafter referred to collectively as “Cities” or “Parties,” or each individually as a “Party” or a “City”). The Parties are 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.

W I T N E S S E T H:

WHEREAS, North Richland Hills has a Teen Court program established and operating in accordance with the Texas Code of Criminal Procedure, Article 45.052, and 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 the operation of a Teen Court for the Parties hereto is equitable and will provide benefits to each.

NOW THEREFORE, 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 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 by allowing them to assume responsibility for their own actions through involvement in the judicial process and community service in order for their offenses to not be recorded as a conviction on their driving record. Bringing juvenile offenders before a jury of their peers and to the community for constructive punishment will provide the juveniles with an understanding of the judicial system and a realization of their roles and responsibilities in the community.

SECTION 2. The community of each City will benefit from this interaction in that, through Teen Court, the community is afforded a unique opportunity to become involved in the education of juvenile offenders and will benefit from the community services provided to the community by the juvenile offenders.

SECTION 3. North Richland Hills shall provide a court facility available for holding Teen Court on Monday nights, a Judge and Bailiff for all weekly sessions, a Teen Court Clerk to assist in administering and coordinating the activities of the Teen Court program, and office space for the Teen Court Clerk. The Teen Court Clerk will work under the supervision of the North Richland Hills Case Manager, who shall be responsible for data tracking for statistical reporting purposes. The scope of responsibilities of the Teen Court staff shall be established by North Richland Hills.

SECTION 4. Watauga and Richland Hills agree to provide a Teen Court Board Member and Teen Court Judge to add in the rotation of scheduling with North Richland Hills Board Members and Teen Court Judges.

SECTION 5. The Cities agree that the Teen Court Clerk, Juvenile Case Manager, and Bailiff provided under the Teen Court program are employees of North Richland Hills and Watauga and Richland Hills shall have no obligation to such employees for salaries or benefits. Watauga and Richland Hills shall reimburse North Richland Hills the amounts set forth in this Section to offset the costs incurred by North Richland Hills for the operation of the Teen Court program. Such costs shall be in the collective amount of \$23,262 for the year beginning October 1, 2026. Watauga agrees to pay seventy-one percent (71%) or \$16,501, and Richland Hills agrees to pay twenty-nine percent (29%) or \$6,761. Each City shall make respective payments from current revenues available to the paying City. In the event no funds or insufficient funds are appropriated by the Cities in any fiscal period to fund the Teen Court program, such City will notify the others of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the other Cities of any kind whatsoever.

SECTION 6. North Richland Hills has an existing Teen Court Advisory Board (“Board”) in its jurisdiction appointed by the City Council. Watauga and Richland Hills shall have the right to appoint one (1) additional member to the Board.

SECTION 7. This Agreement shall be for the initial period beginning October 1, 2026, and ending September 30, 2027, upon execution of hereof by all Parties hereto, with the option to renew for one (1) additional year.

SECTION 8. 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 Parties terminate their participation, North Richland Hills may terminate this Agreement or renegotiate with the remaining Parties.

SECTION 9. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when it is (1) hand-delivered to the other Party; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

City of Watauga
7105 Whitley Road
Watauga, Texas 76148

City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

SECTION 10. The Cities and their officers, agents, and employees agree that they shall treat all information provided to it in performance of this Agreement as confidential and shall not

disclose any such information to a third party without the prior written approval of the other Party. Each Party acknowledges that the other is subject to the Texas Public Information Act. If a City receives a request for information provided by another City, it shall notify and allow the City the opportunity to object to the release in accordance with applicable Texas laws and procedures.

SECTION 11. North Richland Hills shall store and maintain information provided to it in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt the Cities' information in any way. North Richland Hills shall notify the Cities immediately if the security or integrity of any information has been compromised or it is believed to have been compromised, in which event, North Richland Hills shall, in good faith, use all commercially reasonable efforts to cooperate with the Cities in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Cities to protect such information from further unauthorized disclosure.

SECTION 12. By execution of this Agreement, each Party represents to the other that: in performing its duties and obligations hereunder, it will be carrying out one (1) or more governmental functions or services which it is authorized to perform, the undersigned officer or agent of the Party has been properly authorized by that Party's governing body to execute this Agreement, and that any necessary resolutions extending such authority have been duly passed and are now in effect.

SECTION 13. Each City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of the Cities.

SECTION 14. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, exclusive venue shall lie in Tarrant County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

SECTION 15. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 16. No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

SECTION 17. This Agreement contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

SECTION 18. This Agreement is made and entered into for the purpose of furthering the Parties' lawful purposes and goals and is not intended to create or vest in any third party any right or obligation. The Cities have the exclusive right to enforce this Agreement and no other party may bring suit, as third-party beneficiary or otherwise, to enforce any portion or all of this Agreement.

SECTION 19. The Parties, in the execution, performance, or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will the Parties permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

SECTION 20. This Agreement is made pursuant to Chapter 791, 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.,
2026, at Tarrant County, Texas.

CITY OF NORTH RICHLAND HILLS:

BY: _____
Paulette Hartman, City Manager

ATTEST:

Alicia Richardson, City Secretary/Chief Governance Officer

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

SIGNED AND EXECUTED this the _____ day of _____, A.D.,
2026, at Tarrant County, Texas.

CITY OF WATAUGA, TEXAS:

BY: _____
City Manager, Sandra Gibson

ATTEST:

City Secretary, Linda Proskey

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

David Berman - City Attorney

SIGNED AND EXECUTED this the _____ day of _____, A.D.,
2026, at Tarrant County, Texas.

CITY OF RICHLAND HILLS, TEXAS:

BY: _____
Jason Moore, City Manager

ATTEST:

Lisa Boyd, City Secretary

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

Elizabeth Yelverton, City Attorney