# INTERLOCAL AGREEMENT JOINT CRIME VICTIM ASSISTANCE PROGRAM FOR THE CITIES OF NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS, AND WATAUGA TEXAS

THE STATE OF TEXAS )(

COUNTY OF TARRANT )(

The parties to this Agreement ("AGREEMENT"), are the Cities of North Richland Hills ("NORTH RICHLAND HILLS"), Haltom City ("HALTOM CITY"), Richland Hills ("RICHLAND HILLS"), and Watauga ("WATAUGA"), all Home Rule municipalities of Tarrant County, Texas, each acting by and through its duly authorized city manager or mayor.

#### WITNESSETH:

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA are desirous of partnering to form a joint Crime Victim Assistance Program through information, collaboration and advocacy; and

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA desire to enter into this Agreement to provide prompt, comprehensive and compassionate victim services to all victims of violent crime, lessen the impact of the crime, aid in survivor's recovery and encourage participation in the criminal justice system; and

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA desire to respond to the emotional and physical needs of crime victims in the four-city area by providing trained crime victim advocates to assist them throughout the process and beyond once any criminal proceedings are concluded; 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, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS AND WATAUGA HEREBY AGREE AS FOLLOWS:

- Section 1. **Recitals.** All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for a term of two (2) years October 1, 2020 and ending September 30, 2022, and subject to the availability of funding, shall be automatically extended thereafter for successive one (1) year terms through September 30, 2024, unless either party gives written notice of cancellation in accordance with Section 5 of this Agreement.
- Section 3. Scope of Services to be provided by NORTH RICHLAND HILLS.

NORTH RICHLAND HILLS will be responsible for the management of the Crime Victim Assistance Program.

NORTH RICHLAND HILLS will employ one Victim Assistance Coordinator and two Victim Assistance Specialists civilian personnel.

NORTH RICHLAND HILLS will apply for available grant funding to fund the Crime Victim Assistance Program's personnel, related costs, and equipment needed to effectively provide services to crime victims. Any matching requirements and additional program costs will be shared with the partner cities based on percentages outlined for program expense sharing in the attached exhibit.

NORTH RICHLAND HILLS will apply annually for a continuation of available grant funding to fund, in whole or in part, the Crime Victim Assistance Program.

### Section 4. Payments for Services Performed.

HALTOM CITY, RICHLAND HILLS and WATAUGA will pay the sum listed in the corresponding exhibit to NORTH RICHLAND HILLS for the Fiscal Year 2020/21. The amount of charges shall be established based on the adopted Fiscal Year 2020/21 NORTH RICHLAND HILLS Police Department for the Crime Victim Assistance Program as expressed in Exhibit A. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Payments shall be paid by HALTOM CITY, RICHLAND HILLS and WATAUGA to NORTH RICHLAND HILLS in four (4) equal installments due on the 1<sup>st</sup> day of each calendar quarter beginning October 1, 2020 and each subsequent calendar quarter of NORTH RICHLAND HILLS' fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment amount shall be in accordance with NORTH RICHLAND HILLS' fiscal year Police Department operating budget for the Program adjusted annually to include budgeted increases in operating costs as anticipated to be approved by the NORTH RICHLAND HILLS City Council during the annual budgeting process for the upcoming fiscal year beginning October 1, multiplied by the cost share amount to be determined by each cities' last full year's Texas Department of Public Safety Part 1 crime numbers.

NORTH RICHLAND HILLS shall notify HALTOM CITY, RICHLAND HILLS and WATAUGA of the anticipated program costs by April 1st of each fiscal year for budgeting and planning purposes. The budget submittal will include an itemized detail of the anticipated costs and the associated difference(s) from the previous fiscal year budget. The final costs will be determined and communicated in writing when the NORTH RICHLAND HILLS City Council adopts the NORTH RICHLAND HILLS annual budget, but shall not exceed the estimate by more than 5% unless written notice is given by August 1 that the number is greater. Notwithstanding this limitation, the approved costs for the Crime Victim Assistance Program shall not exceed a 7% increase above the fiscal year costs. The annual cost increase for HALTOM CITY, RICHLAND HILLS and WATAUGA for the Crime Victim Assistance Program shall not exceed the percentage increase of the NORTH RICHLAND HILLS Police Department's annual operating budget.

### Section 5. Cancellation.

HALTOM CITY, RICHLAND HILLS and WATAUGA shall have the right to terminate, based on the provisions of this Agreement if NORTH RICHLAND HILLS breaches any of its terms or fails to perform any of its obligations under this Agreement and then fails to cure the breach or failure within thirty (30) days following written notice from HALTOM CITY, RICHLAND HILLS or WATAUGA. If HALTOM CITY, RICHLAND HILLS, or WATAUGA breaches any of its terms or fails to perform any of its obligations under this Agreement and then fails to cure the breach or failure within thirty (30) days

following written notice from NORTH RICHLAND HILLS, NORTH RICHLAND HILLS shall have the right to terminate or remove the breaching party from the Agreement. If the Agreement is terminated under this paragraph, NORTH RICHLAND HILLS 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 the respective city.

Any party shall have the right to terminate this Agreement by giving written notice to the other parties at least six (6) months prior to October 1 of the subsequent Fiscal Year for the Crime Victim Assistance Program. All payments by HALTOM CITY, RICHLAND HILLS or WATAUGA to NORTH RICHLAND HILLS shall continue until the cancellation date or as mutually agreed to by all parties.

Section 8. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

City Manager North Richland Hills 4301 City Point Drive

North Richland Hills, TX 76180

City Manager Richland Hills 3200 Diana Dr. Richland Hills, TX 76118

CITY OF NORTH RICHLAND HILLS:

City Manager Haltom City

5024 Broadway Ave. Haltom City, TX 76117

City Manager Watauga 7105 Whitley Rd.

APPROVED TO FORM:

Watauga, TX 76148

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

Executed as of the day and year first identified hereinabove, NORTH RICHLAND HILLS, signing by and through its City Manager, and HALTOM CITY, RICHLAND HILLS and WATAUGA signing by and through its officers or officials duly authorized official action of its governing body.

# By: \_\_\_\_\_ Mark Hindman City Manager

By:	By:	
Alicia Richardson	Maleshia B. McGinnis	
City Secretary/Chief Governance Officer	City Attorney	

ATTEST:

### **CITY OF RICHLAND HILLS:**

By: <u>AND CE EDM BNDSON</u>
City Manager

ATTEST:

By: Celty Bours
Name Cethy Boxes
City Secretary

**APPROVED TO FORM:** 

Name Andrea Russell City Attorney

**CITY OF HALTOM CITY:** 

Name
City Manager

ATTEST:

Name City Secretary APPROVED TO FORM:

By: \_\_\_ Name

City Attorney

**CITY OF WATAUGA:** 

Name

City Manager

ATTEST:

By: Name Linda Proskfy

City Secretary

SAPPROVED TO FORM:

Name CAROLING KEI

City Attorney

### VICTIM ASSISTANCE PROGRAM FY 19-21 OPERATING BUDGET

	FY20-21 (GRANT YEAR 2)						FY20-21 BILLING								
MUNIS Accounts	GRANT YEAR 2	CASH MATCH YEAR 2 WAIVED 5/1/20	Adopted CCD Budget		TOTAL BUDGET YEAR 2			43.25% NRH		37.07% Haltom City		10.51% Watauga		9.17% Richland Hills	
Salaries															
501010 - Regular	\$ 153,727.00				\$	153,727.00	\$	66,486.93	\$	56,986.60	\$	16,156.71	\$	14,096.77	
501020 - Overtime	\$ 5,279.91				\$	5,279.91	\$	2,283.56	\$	1,957.26	\$	554.92	\$	484.17	
502240 - Sick Leave Benefit	\$ 300.00		\$		\$	300.00	\$	129.75	\$	111.21	\$	31.53	\$	27.51	
503410 - Hospitalization	\$ 44,943.24		\$	9,076.00	\$	54,019.24	\$	23,363.32	\$	20,024.93	\$	5,677.42	\$	4,953.56	
503420 - Worker's Compensation			\$	4,113.00	\$	4,113.00	\$	1,778.87	\$	1,524.69	\$	432.28	\$	377.16	
503210 - FICA			\$	2,359.00	\$	2,359.00	\$	1,020.27	\$	874.48	\$	247.93	\$	216.32	
503310 - TMRS	\$ 26,063.43		\$		\$	25,063.43	\$	11,272.43	\$	9,661.71	\$	2,739.27	\$	2,390.02	
Total Salaries	\$ 230,313.58	\$ -	\$	15,548.00	\$	245,861.58	\$	106,335.13	\$	91,140.89	\$	25,840.05	\$	22,545.51	
General Services															
514110 - Dues and Memberships			\$	500.00	\$	500.00	s	216.25	s	185.35	S	52.55	\$	45.85	
Total General Services	\$ .		\$	500.00	Ś	500.00	Š	211.60	5	185.35	Š	52.55	Ŝ	45.85	
Sundry			Y		•	200.00			ľ				•	4320	
523170 - Software maintenance			5	2,474.00	Ś	2.474.00	Ś	1,070.01	s	917.11	5	260.02	۰	226.87	
517170 Vehicle lease			5		\$	21,600.00	\$	9,342.00	\$	8,007,12	5	2.270.16	Ι΄.	1.980.72	
513330 - Telephone Service (cell, will)			\$	1	\$	•		1,557.00	\$		? 5		\$	,	
581020 - Telephone Allocation			, \$	3,687.00	\$	3,600.00 3,687.00	\$ \$	1,594.63	3	1,334.52 1,366.77	Š	378.36 387.50	\$	330.12 338.10	
581010 - Computer Allocation			\$			,	Š						Ι΄.		
514040 - Public Safety Training			\$	5,676.00 8,000.00	\$	5,676.00 8.000.00		2,454.87 3,460.00	\$ \$	2,104.09 2,965.60	\$ \$	596.55 840.80	\$	520.49	
Total Sundry			18617851695	2007000000000000000000	-		100,050		40000		3288 3288		+	733.60	
	\$	9	5	45,037.00	\$	45,037.00	\$	19,478.50	\$	16,695.22	\$	4,733.39	\$	4,129.89	
Supplies				1 200 00	_	4 200 00		čio on		****				*****	
531020 - Cothing/Uniforms			\$		\$	1,200.00	\$	519.00	\$	444.84		126.12	\$	110.04	
534010 - Data Processing			\$		\$	3,500.00	\$	1,513.75	\$	1,297.45	\$	367.85	\$	320.95	
531990 - General Office Supplies			\$		\$	1,200.00	\$	519.00	Ş	444.84	\$	126.12	\$	110.04	
531070 - Small Office Equipment 531990 - Miscellaneous			3 5		\$	500.00	\$	216.25	\$	185.35	\$	52.55	\$	45.85	
Total Supplies			\$	DESCRIPTION OF THE PROPERTY OF	\$	500.00	5	216.25	\$	185.35	\$	52.55	\$	45.85	
Transitipaes	\$ -	\$	ð	6,900.00	\$	6,900.00	\$	2,984.25	\$	2,557.83	\$	725.19	\$	632.73	
SUBTOTAL	\$ 230,313.58	\$ -	\$	67,985.00	\$	298,298.58									
		LESS YEAR 2 GR/	ANTA	LLOCATION	\$	(230,313.58)									
		FY21 PRO	ECIE	D BILLING	\$	67,985.00	\$	29,403.51	\$	25,202.04	\$	7,145.22	\$	6,234.22	



## VICTIM ASSISTANCE PROGRAM BILLING FY 2021-2022

		FINAL								
				tom City		Vatauga	_ I	and Hills		NRH
Salaries	Total Operating			37.46%		12.16%		9.37%	Ļ	41.01%
FY 21-22	\$	244,451	\$	91,571	\$	29,725	\$	22,905	\$	100,249
FY 20-21	ulien <b>.S</b> or one of the	245,862	\$	91,141	\$	25,840	\$	22,546	\$	106,335
General Services	Total Operating	Budget	Hal	Itom City	V	Vatauga	Rich	nland Hills		NRH
FY 21-22	\$	500	\$	187	\$	61	\$	47	\$	205
FY 20-21	je <b>\$</b> wyange es 11	500	\$	185	\$	53	\$	46	\$	216
Sundry	Total Operating	Budget	Hal	Itom City	V	Vatauga	Rich	nland Hills		NRH
FY 21-22	\$	27,744	\$	10,393	\$	3,374	\$	2,600	\$	11,378
FY 20-21	<b>.</b>	45,037	\$	16,695	\$	4,733	\$	4,130	\$	19,479
Supplies	Total Operating	Budget	Hal	tom City	v	Vatauga	Rich	nland Hills		NRH
FY 21-22	\$	8,344	\$	3,126	\$	1,015	\$	782	\$	3,422
FY 20-21	\$	6,900	\$	2,558	\$	725	\$	633	\$	2,984
SUBTOTAL PROGRAM COST	Total Operating	Budget	Hal	tom City	V	Vatauga	Rich	nland Hills		NRH
FY 21-22	\$	281,039			_					
GRANT APPLICATION FY21-22	<i>\$</i>	201,470								
TOTAL	\$	79,569	\$	29,807	\$	9,676	\$	7,456	\$	32,631
			Γ						_	
			15000000	tom City	\$65566	Vatauga	2856466556	nland Hills		NRH
	FINAL - TOTAL FY21	-22	\$	29,807	\$	9,676	\$	7,456	\$	32,631
	TOTAL FY20-21		\$	25,202	\$	7,145	\$	6,234	\$	29,404
	DIFFERENCE		\$	4,605	\$	2,531	\$	1,222	\$	3,227
1-Salaries include - regular, overtime, sick leave benefit, hospitalizatio	n, worker's comp, FICA. TMRS	5								
2-General Services include - Dues/Memberships										
3-Sundry includes - software maint, vehicle lease, phone svc, phone/c	omp. allocation, PS training									
4-Supplies include - clothing/uniform, data processing, office supplies	, books									