

**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 an initial term of two (2) years commencing on October 1, 2018 and ending September 30, 2020, and may be extended thereafter by mutual consent of the parties hereto for one successive two (2) year term.

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 2018/19. The amount of charges shall be established based on the adopted Fiscal Year 2018/19 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, 2018 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 May 30<sup>th</sup> 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%. 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 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.

After the initial twelve (12) months of this Agreement, 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  
Haltom City  
5024 Broadway Ave.  
Haltom City, TX 76117

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

City Manager  
Watauga  
7105 Whitley Rd.  
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 by official action of its governing body.

CITY OF NORTH RICHLAND HILLS, TEXAS

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Maleshia McGinnis, City Attorney

CITY OF HALTOM CITY

By: \_\_\_\_\_

CITY OF RICHLAND HILLS

By: \_\_\_\_\_

CITY OF WATAUGA

By: \_\_\_\_\_

EXHIBIT "A"

VICTIM ASSISTANCE PROGRAM  
FY 18-19  
OPERATING BUDGET

	GRANT Fund 135	CASH MATCH Fund 134	OTHER PROGRAM COSTS General Fund	Proposed Budget	43.82% NRH	34.36% Haltom City	13.79% Watauga	8.03% Richland Hills
<b>01-Salaries</b>								
11-10 - Regular	\$ 160,000.00			\$ 160,000.00	\$ 70,113.94	\$ 54,969.33	\$ 22,062.52	\$ 12,854.22
11-20 - Overtime	\$ 7,500.00			\$ 7,500.00	\$ 3,286.59	\$ 2,576.69	\$ 1,034.18	\$ 602.54
16-50 - Longevity and Stability				\$ -	\$ -	\$ -	\$ -	\$ -
16-60 - Sick Leave Benefit		\$ 900.00		\$ 900.00	\$ 394.39	\$ 309.20	\$ 124.10	\$ 72.30
16-95 - cell phone allowance			\$ 3,600.00	\$ 3,600.00	\$ 1,577.56	\$ 1,236.81	\$ 496.41	\$ 289.22
21-10 - Hospitalization		\$ 44,634.00		\$ 44,634.00	\$ 19,559.16	\$ 15,334.38	\$ 6,154.62	\$ 3,585.85
21-20 - Worker's Compensation		\$ 4,833.50		\$ 4,833.50	\$ 2,118.10	\$ 1,660.59	\$ 666.49	\$ 388.32
22-10 - FICA	\$ 2,494.00			\$ 2,494.00	\$ 1,092.90	\$ 856.83	\$ 343.90	\$ 200.37
23-10 - TMRS	\$ 27,726.00			\$ 27,726.00	\$ 12,149.87	\$ 9,525.50	\$ 3,823.16	\$ 2,227.48
<b>Total Salaries</b>	<b>\$ 197,720.00</b>	<b>\$ 50,367.50</b>	<b>\$ 3,600.00</b>	<b>\$ 251,687.50</b>	<b>\$ 110,292.51</b>	<b>\$ 86,469.33</b>	<b>\$ 34,705.38</b>	<b>\$ 20,220.29</b>
<b>02-General Services</b>								
31-05 - Dues and Memberships			\$ 500.00	\$ 500.00	\$ 219.11	\$ 171.78	\$ 68.95	\$ 40.17
35-35 - Special Services - Other			\$ 1,200.00	\$ 1,200.00	\$ 525.85	\$ 412.27	\$ 165.47	\$ 96.41
3x-xx - Vehicle Lease (3x\$3,600)			\$ 10,800.00	\$ 10,800.00	\$ 4,732.69	\$ 3,710.43	\$ 1,489.22	\$ 867.66
<b>Total General Services</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,500.00</b>	<b>\$ 12,500.00</b>	<b>\$ 5,477.65</b>	<b>\$ 4,294.48</b>	<b>\$ 1,723.63</b>	<b>\$ 1,004.24</b>
<b>03-Maintenance</b>								
<b>Total Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>04-Sundry</b>								
53-10 - Telephone Allocation			\$ 3,580.00	\$ 3,580.00	\$ 1,568.80	\$ 1,229.94	\$ 493.65	\$ 287.61
53-15 - Computer Allocation			\$ 5,457.00	\$ 5,457.00	\$ 2,391.32	\$ 1,874.80	\$ 752.47	\$ 438.41
58-23 - Public Safety Training			\$ 8,000.00	\$ 8,000.00	\$ 3,505.70	\$ 2,748.47	\$ 1,103.13	\$ 642.71
<b>Total Sundry</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,037.00</b>	<b>\$ 17,037.00</b>	<b>\$ 7,465.82</b>	<b>\$ 5,853.20</b>	<b>\$ 2,349.24</b>	<b>\$ 1,368.73</b>
<b>05-Supplies</b>								
61-20 - Clothing/Uniforms			\$ 1,500.00	\$ 1,500.00	\$ 657.32	\$ 515.34	\$ 206.84	\$ 120.51
61-25 - Data Processing			\$ 4,500.00	\$ 4,500.00	\$ 1,971.95	\$ 1,546.01	\$ 620.51	\$ 361.52
61-35 - General Office Supplies			\$ 2,500.00	\$ 2,500.00	\$ 1,095.53	\$ 858.90	\$ 344.73	\$ 200.85
61-45 - Small Office Equipment			\$ 1,500.00	\$ 1,500.00	\$ 657.32	\$ 515.34	\$ 206.84	\$ 120.51
61-65 - Miscellaneous			\$ 1,500.00	\$ 1,500.00	\$ 657.32	\$ 515.34	\$ 206.84	\$ 120.51
64-20 - Mags, Periodicals, Books			\$ 200.00	\$ 200.00	\$ 87.64	\$ 68.71	\$ 27.58	\$ 16.07
<b>Total Supplies</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,700.00</b>	<b>\$ 11,700.00</b>	<b>\$ 5,127.08</b>	<b>\$ 4,019.63</b>	<b>\$ 1,613.32</b>	<b>\$ 939.96</b>
<b>06-Capital</b>								
74-05 - Machinery and Equipment				\$ -	\$ -	\$ -	\$ -	\$ -
74-15 - Furniture and Fixtures				\$ -	\$ -	\$ -	\$ -	\$ -
75-25 - Data Processing Equip/Computer	\$ 3,750.00		\$ 2,850.00	\$ 6,600.00	\$ 2,892.20	\$ 2,267.48	\$ 910.08	\$ 530.24
<b>Total Capital</b>	<b>\$ 3,750.00</b>	<b>\$ -</b>	<b>\$ 2,850.00</b>	<b>\$ 6,600.00</b>	<b>\$ 2,892.20</b>	<b>\$ 2,267.48</b>	<b>\$ 910.08</b>	<b>\$ 530.24</b>
<b>Subtotal</b>	<b>\$ 201,470.00</b>	<b>\$ 50,367.50</b>	<b>\$ 47,687.00</b>	<b>\$ 299,524.50</b>				
<b>Grant Allowance</b>				\$ (201,470.00)				
<b>Total</b>				\$ 98,054.50	\$ 42,968.67	\$ 33,687.44	\$ 13,520.81	\$ 7,877.59
<b>FY17-18 Allocations</b>				\$ 105,786.00	\$ 47,752.00	\$ 38,834.00	\$ 14,990.00	\$ 4,210.00
<b>+Increase / -Decrease</b>				\$ (7,731.50)	\$ (4,783.33)	\$ (5,146.56)	\$ (1,469.19)	\$ 3,667.59

	2016 TxDP5 Part 1	
NRH	1,500	43.821%
HALTOM	1,176	34.356%
WATAUGA	472	13.789%
RH	275	8.034%
	3,423	100.000%