

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Eric Strong, Assistant City Manager
Date: September 3, 2013
Subject: Teen Court Interlocal Agreement

City Council Action Requested:

Approve Interlocal Agreement with the Cities of North Richland Hills, Haltom City and Watauga to participate in the NRH Teen Court Program.

Background Information:

As part of the budget discussions for the FY 2013-14 Budget, staff has proposed ceasing the operation of our own Teen Court and joining the Teen Court that currently consists of North Richland Hills, Haltom City and Watauga. The total cost for Richland Hills to join the existing 3-city program as a fourth member in FY 2013-14 is \$1,722.

In addition to the economies of scale, the primary advantage to Richland Hills for participating in a 4-city program is the frequency it is held. Currently, we hold teen court one time per month, and if there are no new cases, it is cancelled. Cancellations occur frequently. This does not allow the teens involved in the program sufficient opportunities to perform their required duties, which includes prosecutions, defense and jury duties. What ends up occurring is that in lieu of participating in these valuable learning experiences, our youth participants are required to perform extra community service, which eliminates the Teen Court experience.

The joint program meets three times per month. Since it involves more cities, there are more participants, which provides for more opportunities for the teens to participate and get the full experience that Teen Court is intended to provide.

The current 3-city Teen Court meets in North Richland Hills. The 4-city Teen Court will continue to operate in North Richland Hill, thus will be a short distance from our existing facility. The additional case load that will be added to the 3-city Teen Court with the City of Richland Hills participation can be easily absorbed by the existing Juvenile Case Manager. Our Municipal Court Judge, Stewart Bass, is also Municipal Court Judge in the City of North Richland Hills and the City of Watauga. Judge Bass supports this move.

This item has been placed on the Consent Agenda since it has been discussed with Council on several occasions with no dissent.

Attachments:

Interlocal Agreement

Financial Impact:

\$1,722 – Budgeted in the FY 2013-2014 Budget

Staff Contact:

Eric Strong, Assistant City Manager
estrong@richlandhills.com
817-616-3745

STATE OF TEXAS §
§ **INTERLOCAL AGREEMENT**
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the 1st day of October, 2013, 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**,

WITNESSETH:

For and in consideration of the mutual promised 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 for two of such weekly sessions and a bailiff for all weekly sessions, employ an Assistant Teen Court Coordinator to administer and coordinate the activities of the Teen Court program and provide office space for the coordinator. The Assistant Teen Court Coordinator will work under the supervision of the North Richland Hills Juvenile Case Manager and shall be responsible for preparation of statistical reporting to each agency.

SECTION 3. Haltom City, Watauga, and Richland Hills each agree to provide a Teen Court Judge for six Teen Court sessions per year.

SECTION 4. Haltom City, Watauga, and Richland Hills shall reimburse North Richland Hills for a portion of the cost of the salary and benefits of the bailiff and the part time Assistant Teen Court Coordinator plus estimated supply costs. Such costs for salary benefits and supplies are \$20,400.00 for the year beginning October 1, 2013. Haltom City agrees to pay \$10,099.00; Watauga agrees to pay \$8,579.00; and Richland Hills agrees to pay \$1,722.00.

SECTION 5. North Richland Hills has an existing Teen Court Advisory Board in its jurisdiction with appointments to such board made 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, 2013 and ending September 30, 2014 upon execution by all parties hereto, with operation 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 two 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 _____, 2013,
at Tarrant County, Texas.

CITY OF NORTH RICHLAND HILLS

By: _____
Mark Hindman, City Manager

ATTEST:

Patricia Hutson, City Secretary

APPROVED AS TO FORM AND LEGALITY:

George Staples, City Attorney

SIGNED AND EXECUTED this the _____ day of _____, 2013,
at Tarrant County, Texas.

CITY OF HALTOM CITY

By: _____
Thomas J. Muir, City Manager

ATTEST:

Art Camacho, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wayne Olson, City Attorney

SIGNED AND EXECUTED this the _____ day of _____, 2013,
at Tarrant County, Texas.

CITY OF WATAUGA

By: _____
Greg Vick, City Manager

ATTEST:

Zolaina R. Reyes, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Mark Daniel, City Attorney

SIGNED AND EXECUTED this the _____ day of _____, 2013,
at Tarrant County, Texas.

CITY OF RICHLAND HILLS

By: _____
Curtis Hawk, City Manager

ATTEST:

Linda Cantu, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Betsy Elam, City Attorney