

## **INTERLOCAL AGREEMENT**

### **AMONG**

### **CITY OF COLLEYVILLE, CITY OF GRAPEVINE, CITY OF KELLER, AND CITY OF SOUTHLAKE**

This Interlocal Agreement (“Agreement”), entered into effective on the 1st day of October, 2018, by and among the City of Colleyville, the City of Grapevine, City of Keller, and the City of Southlake, all municipal corporations of the State of Texas (herein called “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, **WITNESSETH THAT:**

**WHEREAS**, the City Councils of the Cities of Colleyville, Grapevine, Keller, and Southlake jointly find that it will be in the publics’ best interest to enter into this Agreement for the purposes set forth herein below.

**NOW, THEREFORE**, it is mutually agreed between each participating City that:

1. Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system while allowing them also to assume responsibility for their own actions through their involvement in the judicial process and community services in order that their offenses will not be recorded. Bringing juvenile offenders to 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.

2. The community 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.

3. A Teen Court Advisory Board shall be appointed by the respective governing bodies comprised of two (2) members at large from each participating City and one (1) city council member from each participating City as each so chooses all of whom are voting members. The role and duties of the Teen Court Advisory Board shall be established by the

Municipal Court Judges in the participating Cities.

4. The name of the program established by this Agreement shall be the “METROPORT Teen Court Program.” The City of Southlake shall employ teen court staff to administer and coordinate the activities of the METROPORT Teen Court Program, under the direction of the Southlake Municipal Court Manager.

5. This Agreement shall be executed in separate counterparts for each participating city, which counterparts shall be valid and binding as if the original. Each participating city, as its contribution for participating in the METROPORT Teen Court Program, shall pay to the City of Southlake \$36,000.00 (“Service Fee”) upon such participating City’s execution of this Agreement. It is expressly agreed that such payment fairly compensates the City of Southlake for the performance of services contemplated under this Agreement. Each participating City shall make this payment from current revenues available to that City.

6. The scope of responsibilities of the Teen Court Staff shall be established by the City of Southlake.

7. The term of this Agreement shall be for a period of (12) twelve months beginning October 1, 2018, and ending September 30, 2019. If the parties have failed to adopt a new Agreement by the expiration date of this Agreement, this Agreement shall be deemed to continue on the same terms and conditions until such time as the new Agreement is adopted for the ensuing year, unless any party terminates its participation in this Agreement as provided below. In such event, this Agreement shall continue in effect until either the City of Southlake or all other participating Cities have terminated this Agreement. Upon renewal or continuation of this Agreement, each participating City shall pay the Service Fee to the City of Southlake for the ensuing year.

8. Any party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other party.

9. By execution of this Agreement, each party represents to the other that:

- a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is

authorized to perform; and

- b. 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.

- 11. 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.

ATTEST:

|                                              |               |                                     |               |
|----------------------------------------------|---------------|-------------------------------------|---------------|
| _____<br>City Secretary, City of Colleyville | _____<br>Date | _____<br>Mayor, City of Colleyville | _____<br>Date |
|----------------------------------------------|---------------|-------------------------------------|---------------|

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|--------------------------------------------|---------------|-----------------------------------|---------------|
| _____<br>City Secretary, City of Grapevine | _____<br>Date | _____<br>Mayor, City of Grapevine | _____<br>Date |
|--------------------------------------------|---------------|-----------------------------------|---------------|

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|-----------------------------------------|---------------|--------------------------------|---------------|
| _____<br>City Secretary, City of Keller | _____<br>Date | _____<br>Mayor, City of Keller | _____<br>Date |
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| _____<br>City Secretary, City of Southlake | _____<br>Date | _____<br>Mayor, City of Southlake | _____<br>Date |
|--------------------------------------------|---------------|-----------------------------------|---------------|

**Approved as to form and legality:**

\_\_\_\_\_  
City Attorney, City of Colleyville

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City Attorney, City of Grapevine

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City Attorney, City of Keller

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City Attorney, City of Southlake