

INTERLOCAL TEEN COURT SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 29th day of June, 2009, by and between the City of Frisco ("Municipality") and Collin County ("County"), local governments of the State of Texas.

RECITALS

1. The County operates the Collin County Teen Court, which is an alternative sentencing program for juveniles who plead guilty or no contest to Class C misdemeanor offenses, authorized by §45.052 of the Texas Code of Criminal Procedure, and was established by the Collin County Commissioners Court, Order No. 2006-637-07-11.
2. Collin County Teen Court accepts the referral of cases from justice and municipal courts and is authorized to perform including, but not limited to administrative services of a teen court program.
3. The Municipality desires to obtain certain teen court services from the County to be performed for the Municipality to promote the welfare of its residents.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

SECTION 1. DEFINITIONS

1.01 Teen Court Services. The term "Teen Court Services" means services provided by Collin County Teen Court. These services shall include, but are not limited to:

- a. Accepting cases referred by the municipal court of the Municipality.
- b. Managing the cases once referred by the municipal court of the Municipality.
- c. Recruitment, training, and management of teen court volunteers.
- d. Administration of court dates and organization thereof.
- e. Reporting to the municipal court of the Municipality regarding the status of each case.
- f. Reporting to the Texas Department of Public Safety as prescribed by law.
- g. Maintaining records of cases referred by the municipality court of the Municipality.
- h. Arrange, verify, and record completion of required community service hours ordered as a condition of teen court.

1.02 Municipal Court Standards. The term "Municipal Court Standards" means the sentencing ranges schedules, and options approved by the municipal court of the Municipality.

SECTION 2. TERM

2.01 Term. The term of this Agreement shall commence on the 1st day of October, 2009 and shall continue in full force and effect through September 30, 2010, with the option to extend for four (4) additional one (1) year periods.

2.02 Termination. Either party may terminate this Agreement by giving sixty (60) days written notice to the other party.

SECTION 3. SERVICES

3.01 Services to be Provided. The County agrees to provide to the municipal court of the Municipality Teen Court Services as defined in Section 1.01 of this Agreement in accordance with Municipal Court Standards. The County also agrees that Collin County Teen Court will do the following:

- a. Hear each case referred by the municipal court of the Municipality not later than ninety (90) days after the date the County received the case from the Municipality unless good cause exists to hear the case later.
- b. Hold each hearing involving a case referred by the municipal court of the Municipality at a public facility located within the incorporated city limits of the Municipality unless good cause to hear the case in an alternative venue.
- c. Refer each defendant assigned community service to an agency or other non-profit or government entity whose primary services serve the citizens or the Municipality unless good cause exists for the community service to be served elsewhere.

Time of Performance. The County agrees to perform teen court services under this Agreement and make report to the municipal court of the Municipality regarding the status of each case referred no later than one hundred fifty (150) days after the case was received by the County.

SECTION 4. NONEXCLUSIVITY OF SERVICES PROVISION

4.01 The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional government or public entities as the County, at its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 Basic Charge. The Municipality shall pay the County a yearly Basic Charge of Fifteen Thousand, and 00/100 Dollars (\$15,000.00). The Basic Charge shall be paid by the Municipality each year in four (4) equal quarterly installment of Three Thousand, Seven Hundred, Fifty Dollars and 00/100 (\$3,750.00). The first installment shall be due on the date of execution of this Agreement. The remaining installments shall automatically be due at three (3) month intervals from the date of execution of this agreement.

5.02 Per-Case Referral Charge. In addition to the Basic Charge set out in Section 5.01, a Per-Case Referral Charge in the amount of \$10.00 (as prescribed by §103.021(17) of the Texas Government Code), shall be collected from defendants by the clerk of the municipal court of the Municipality and paid to the County along with each installment payment of the Basic Charge or as otherwise agreed to by the Municipality and County with each installment payment of the Basic Charge or as otherwise agreed to by the Municipality and County. Nothing in this section precludes the Municipality from collecting costs of court or fees allowed by §103.021(16) of the Texas Government Code in addition to the fees described herein.

- 5.03 **Source of Payment.** The Municipality agrees that payments that are required to be made under this Agreement shall be made out of the Municipality's current revenues.

SECTION 6. AMENDMENT

- 6.01 This Agreement shall not be amended or modified other than in written agreement signed by the parties.

SECTION 7. CONTROLLING LAW

- 7.01 This agreement shall be deemed to be made under, governed by and constructed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

SECTION 8. NOTICES

- 8.01 **Form of Notice.** Unless otherwise specified, all communications provided within this Agreement shall be in writing and shall be deemed delivered, whether actually received or not, seventy-two (72) hours after deposit United States mail, first class, registered or certified, return receipt requested, with proper postage paid, or immediately when delivered in person.

- 8.02 **Addresses.** All communication provided for in this Agreement shall be addressed as follows:

- a. **If to the County, to:**

**Collin County Teen Court
Attention: Shirlane Grant
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071**

- b. **If to the Municipality, to:**

**City of Frisco Municipality Court
6865 Main Street
Frisco, Texas 75034**

- c. **Copy to:**

**Frank Ybarbo
2300 Bloomdale Road Suite 3160
McKinney, Texas 75069**

- 8.02.1 Other addresses may be specified from time to time if notice is given as provided in this Section.

- 8.03 Notice of Termination of this Agreement by the Municipality shall be provided to the County Judge of Collin County as follows:

**The Honorable County Judge
2300 Bloomdale Road, Ste. 4192
McKinney, TX 75071**

SECTION 9. CAPTIONS

9.01 The heading to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.

SECTION 10. OBLIGATIONS OF CONDITION

10.01 All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligations under this Agreement.

SECTION 11. COUNTERPARTS

11.01 This Agreement may be executed in counterparts, each which shall be deemed an original for all purposes.

SECTION 12. SOVEREIGN IMMUNITY

12.01 The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

13.01 The County and the Municipality have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

14.01 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the services to be provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"COUNTY"
COLLIN COUNTY, TEXAS

By: [Signature]
Title: County Judge
Date: 6/29/09

"MUNICIPALITY"
CITY OF FRISCO, TEXAS

By: [Signature]
Title: City Manager
Date: 6-4-09