

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Town of Little Elm – Teen Court

On **February 24, 2014**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Mark Reid
Cheryl Williams
Chris Hill
Duncan Webb

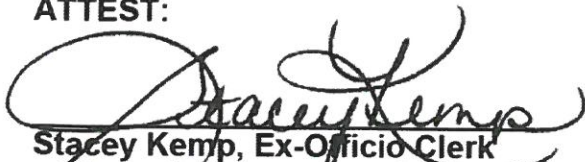
County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with the Town of Little Elm.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the Town of Little Elm for Teen Court Services and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.



ATTEST:


Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S


 Keith Self, County Judge


 Mark Reid, Commissioner, Pct. 1


 Cheryl Williams, Commissioner, Pct. 2


 Chris Hill, Commissioner, Pct. 3


 Duncan Webb, Commissioner, Pct. 4

INTERLOCAL TEEN COURT SERVICES AGREEMENT

THIS INTERLOCAL AGREEMENT for teen court administrative services ("Agreement") is entered into on the 25 day of February, 2014, ("Effective Date") by and between the Town of Little Elm ("Municipality") and Collin County ("County"), each a local government 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, is 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 is authorized to operate a Teen Court pursuant to §45.052 of the Texas Code of Criminal Procedure, but desires to obtain certain teen court administrative services from the County to promote the welfare of its residents.
4. The Municipality and the County find that entering into this Agreement serves a public purpose of both the County and the Municipality.

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 the County via the Collin County Teen Court, including without limitation:

- 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. Recruiting, training, and managing teen court volunteers;
- d. Scheduling, organization and the administration of court dates;
- 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. Arranging and the verification and recording of a juvenile's completion of required community service hours that are ordered as a condition of teen court; and
- i. Providing the Municipality with any records related to Teen Court Services for cases it refers to the County upon request.

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 Effective Date and shall continue in full force and effect through September 30, 2014, 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 Municipality, Teen Court Services as defined in Section 1.01 of this Agreement, in accordance with Municipal Court Standards, and in compliance with §45.052 of the Texas Code of Criminal Procedure and §54.032 of the Texas Family Code. The County also agrees that Collin County Teen Court will:

- 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; and
- c. Refer each defendant assigned community service to an agency or other non-profit or government entity whose primary services serve the citizens of the Municipality unless good cause exists for the community service to be served elsewhere.

3.02 Time of Performance. The County agrees to perform Teen Court Services under this Agreement and 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 Teen Court 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) for no more than 100 cases per year. The Basic Charge shall be paid by the Municipality each year in four (4) equal quarterly installment payments 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 Municipality shall pay the remaining three (3) installment payments every three (3) months 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. 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, 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 and sent via mail shall be addressed as follows:

a. If to the County, to:

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

b. If to the Municipality, to:

**Town of Little Elm Municipality Court
88 West Eldorado Pkwy
Little Elm, Texas 75068**

c. Copy to:

**Michalyn Rains
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071**

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

8.04 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, Suite 4192
McKinney, Texas 7571**

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

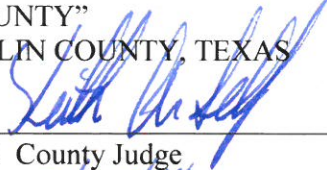
14.01 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties regarding the Teen Court Services to be provided under this Agreement.

SECTION 15. INDEMNIFICATION

15.01 To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its offices, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

IN WITNESS WHEREOF, each party hereto, through its duly authorized representative, has made and executed this Agreement, which shall take effect on the Effective Date listed above.

"COUNTY"
COLLIN COUNTY, TEXAS

By: 
Title: County Judge
Date: 2/25/14

"MUNICIPALITY"
TOWN OF LITTLE ELM, TEXAS

By: 
Title: Town Manager
Date: _____