

## INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the Town of Little Elm, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

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.

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.

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:

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.

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

Services to be Provided. The County agrees to provide to the municipal court of the Municipality Teen Court Services as defined herein 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.

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay Collin County, Texas, in accordance with the following terms and conditions as described below:

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.

Per-Case Referral Charge. In addition to the Basic Charge set out in above, 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.

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.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2019, with the option to extend for four (4) additional one (1) year periods, unless terminated by either party upon giving sixty (60) days written notice to the other party of its intent to terminate the agreement.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: Julie Monge  
Address: Teen Court – 2300 Bloomdale Rd, Suite 4192  
McKinney, TX 75071  
E-mail: jmonge@collincountytx.gov  
Phone: 972-548-4654

Copy to:

Name: Gina Zimmel  
Address: Purchasing - 2300 Bloomdale Rd, Suite 3160  
McKinney, TX 75071  
E-mail: gzimmel@collincountytx.gov  
Phone: 972-548-4119

If to Town:

Name: Karla Stovall  
Address: 100 West Eldorado  
Parkway Little Elm, Texas 75068  
E-mail: kstovall@littleelm.org  
Phone: 214-975-0415

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

## **Dispute Resolution**

### **Notice & Conference**

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the Town of Little Elm will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

### **Prerequisites to Filing for ADR or a Lawsuit**

Neither party may file a claim or lawsuit in any forum before the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or

in part, to another person or entity without first obtaining the other party's written consent.

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.

Date: 12/18/18

COLLIN COUNTY TEXAS  
By: [Signature]

Title: County Judge

Date: 12-04-18

TOWN OF LITTLE ELM  
By: [Signature]

Title:

Mayor DAVID HILLOCK

