

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
LEWISVILLE AND THE TOWN OF FLOWER MOUND TO
COMBINE EFFORTS FOR THE PROVISION OF A YOUTH
SERVICES PROGRAM TO INCLUDE TEEN COURT AND
YOUTH DIVERSION IN MUNICIPAL COURT**

This Interlocal Agreement ("Agreement") is entered into by and between the City of Lewisville (hereinafter "Lewisville") and the Town of Flower Mound (hereinafter "Flower Mound"), both entities being located in Denton County, Texas, each a "Party" and hereinafter referred to collectively as "Cities" or "Parties." This Agreement replaces in its entirety the Interlocal Agreement between the Parties dated September 21, 2009 ("2009 Agreement"), subject to the terms set forth herein. The Parties execute this Agreement as hereinafter provided, pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act:

WHEREAS, the municipal courts of Lewisville and Flower Mound each intend to have a youth services program that would provide teen court and youth diversion services pursuant to Articles 45 and 45A of the Texas Code of Criminal Procedure and Chapter 54 of the Texas Family Code; and,

WHEREAS, a combined effort by the Parties would eliminate duplication, be more cost and time effective, and provide a greater pool of participants in the youth services program; and,

WHEREAS, Texas Government Code Chapter 791 authorizes local governments to enter into contracts with other local governments to perform governmental functions and services in accordance with the statute cited herein and the terms of the contract entered into; and,

WHEREAS, each Party is authorized to perform the services contemplated herein as a governmental function.

NOW, THEREFORE,

In consideration of the mutual covenants and the terms and conditions set forth below, the Parties do hereby agree as follows:

1. The Parties execute this Agreement for the purpose of maintaining the Lewisville/Flower Mound Youth Services Program ("Youth Services Program"). The Youth Services Program shall consist of (a) teen court services pursuant to Article 45A of the Texas Code of Criminal Procedure and Chapter 54 of the Texas Family Code ("Teen Court"); and (b) youth diversion services pursuant to Article 45 of the Texas Code of Criminal Procedure. The term of this Agreement shall be ten (10) years from the Effective Date (hereinafter defined), and shall automatically renew at the end of each ten (10) year term for a subsequent ten (10) year term, unless and until terminated by either Party or the Parties as set forth herein.
2. The Parties shall participate in any and all operating expenses associated with the Youth

Services Program. Payments by Flower Mound for such participation shall be made annually to Lewisville following the receipt of an invoice. Said invoice shall be paid within 30 days of receipt.

- 2.a. Lewisville shall furnish to Flower Mound, on or before July 1 of each year, the total budget requirements for the Youth Services Program for the next fiscal year beginning the following October 1. The cost of the Youth Services Program participation for the Town of Flower Mound shall be determined in January of each year. The cost of the program charged to Flower Mound shall be based on fifty percent of the operating expenses of the Youth Services Program operation from the previous fiscal year that ended September 30th. For the first effective year of this Agreement, the cost of the program shall be based on fifty percent of the operating expenses of the Youth Services Program operation from FY 2024-2025.
 - 2.b. In the event this Interlocal Agreement is terminated by either Party, as referenced in paragraph 11 herein, or otherwise not renewed for a subsequent year, a "true up" of actual costs shall occur and Flower Mound shall either (i) be refunded by Lewisville the amount of funds overpaid by Flower Mound or (ii) reimburse Lewisville the amount of any shortfall due and owing Lewisville. In either event, funds shall be paid to the proper Party no later than thirty (30) days from the date of "true up". The "true up" shall be calculated by dividing the annual charge by 12 and prorating the charged amount to reflect the actual number of months of program usage.
3. The Director of Lewisville Municipal Court will have oversight responsibility for the operation of the Youth Services Program and the performance under this Contract.
4. As far as practicable, Teen Court sessions will be held in both Cities on an alternating or rotating basis. It shall be the responsibility of the Party hosting the court session to provide and pay for the necessary facilities and security, including bailiff and courtroom security.
5. The Youth Services Program will be run on a day-to-day basis by a juvenile case coordinator that will be selected and employed by Lewisville and supervised by the Director of Lewisville Municipal Court. All costs for Youth Services, including salary and benefits, if any, for the juvenile case coordinator position and Teen Court Judge, shall be part of the costs identified in Paragraph Two as operating expenses, to be paid by the Parties on an annual basis as set forth therein.
6. The municipal courts of each municipality shall coordinate efforts to establish criteria for referrals to the Youth Services. Each Teen Court participant shall be assessed a \$20.00 fee, refundable at the respective municipal court's discretion, in lieu of the fine and/or court costs assessed in each case, which fee shall be retained by the referring City. Each Youth Diversion participant's parent shall be assessed a \$50 fee, refundable at the respective municipal court's discretion, which fee shall be retained by the referring City.
7. Quarterly activity reports will be provided to Flower Mound by Lewisville. Such reports

- shall include, at a minimum, information for the relevant period, including the number of defendants referred to the Youth Services Program by each municipal court, the number of cases which successfully complete the Teen Court or Youth Diversion programs, the number of cases referred to the Teen Court or Youth Diversion programs which do not successfully complete such program, the number of active service providers, and such other available information as may be agreed upon by the Parties.
8. During the time any employee is working on tasks associated with or for the Youth Services Program, such employee shall continue to be an employee of the Party for which the employee works. During the time any employee other than the juvenile court coordinator position is working on tasks associated with or for the Youth Services Program, the Party employing such individual is solely responsible for payment of all wages and benefits while such employee is involved in activities pursuant to this Agreement. Payment will be made the same as though the services provided to the Youth Services Program had been rendered for the Party.
 9. In performing duties under the Agreement, each Party will comply with all necessary Federal, State and local laws, regulations, and ordinances.
 10. The governing body of any Party, in its sole discretion, may at any time withdraw its personnel, equipment, facilities, or discontinue participation in any activity initiated pursuant to this Agreement or terminate this Agreement upon providing not less than ninety (90) days written notice of withdrawal to the other participating Party. Additionally, this Agreement may be terminated at any time by mutual written agreement of the Parties.
 11. In the event that any person performing services pursuant to this Agreement shall be cited as a party to a State or Federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as an employee of the Party as described in paragraph nine (9) above.
 12. To the extent allowed by law, the Parties hereby waive all claims, and release, indemnify and/or reimburse, defend and hold harmless the other City, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including all expenses of litigation or settlement, including but not limited to court costs and attorneys fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of the Agreement whether such injuries, death or damages are caused by the sole negligence or the joint negligence of any Party, its officials, agents, officers and employees. It is the express intention of the Parties hereto that the indemnity provided for in this paragraph is indemnity by each City to indemnify and protect the other City from the consequences of a Party's own negligence, whether that negligence is a sole or a contributing cause of the damage, injury, or death.
 13. It is expressly understood and agreed that, in the execution of this Agreement, no Party

waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

14. The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
15. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
16. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendment or modification must be in writing, signed by an authorized agent for the signing Party and attached to and incorporated into this Agreement.
17. This Agreement may be signed in multiple counterparts and shall be binding on and inure to the benefit of each Party when duly authorized by the governing body of each Party and signed by such Party's duly authorized representative.
18. This Agreement contains all commitments, agreements, warranties and representations of the Parties. Any oral or written commitments, agreements, warranties or representations not contained herein shall have no force or effect to alter any term or condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party (the "Effective Date").

APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

BY:

Claire Powell, CITY MANAGER

DATE: _____

ATTEST:

Jennifer Malone, CITY SECRETARY

DATE: _____

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

DATE: _____

APPROVED BY THE CITY COUNCIL OF THE TOWN OF FLOWER MOUND,

BY:

Cheryl Moore, MAYOR

DATE: _____

ATTEST:

Theresa Scott, TOWN SECRETARY

DATE: _____