

RESOLUTION NO. 13-1408

A RESOLUTION OF THE CITY COUNCIL THE CITY OF EULESS, TEXAS APPROVING THE AMENDMENT OF THE H.E.B TEEN COURT ADVISORY BOARD BYLAWS AND THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BEDFORD, EULESS AND HURST FOR COMBINING EFFORTS FOR THE PROVISION OF A TEEN COURT PROGRAM IN MUNICIPAL COURT.

WHEREAS, Texas Local 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, the City of Euless has entered into an Interlocal Agreement between the cities of Bedford, Euless and Hurst for combining efforts for the provision of a teen court program in municipal court (H.E.B. Teen Court); and

WHEREAS, the cities of Hurst, Euless and Bedford have established an H.E.B. Teen Court Advisory Board (Advisory Board) and adopted bylaws governing the affairs of the Advisory Board; and

WHEREAS, Article 4 of the H.E.B. Teen Court Advisory Board Bylaws provides that the bylaws may be altered, amended, or repealed and new bylaws may be adopted only by a two-thirds vote of the Advisory Board and the approval of the respective city councils; and

WHEREAS, the H.E.B. Teen Court Advisory Board voted unanimously to adopt amendments to bylaws at their April 4, 2013, meeting; and

WHEREAS, the adoption of the proposed amendments to the H.E.B. Teen Court Advisory Board Bylaws will require the same amendment to the Interlocal Agreement between the cities of Bedford, Euless and Hurst.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS:

SECTION 1.

THAT, the City Council has reviewed the attached H.E.B. Teen Court Advisory Board Bylaws and the proposed amendments contained therein (**Attachment “A”**) and has reviewed the attached Interlocal Agreement between the cities of Bedford, Euless and Hurst for combining efforts for the provision of a teen court program in municipal court and the proposed amendments contained therein (**Attachment “B”**).

SECTION 2.

THAT, the City Council hereby authorizes the amendment of the H.E.B. Teen Court Advisory Board Bylaws and Interlocal Agreement between the cities of Bedford, Euless and Hurst as proposed.

APPROVED AND ADOPTED at a regular meeting of the Euless City Council on the 23rd day of April 2013, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

ATTEST:

Mary Lib Saleh, Mayor

Kim Sutter, TRMC, City Secretary

H.E.B. TEEN COURT ADVISORY BOARD BYLAWS

These Bylaws (referred to as the "Bylaws") govern the affairs of the H.E.B. TEEN COURT ADVISORY BOARD, a civic organization (referred to as the "Advisory Board ") with purposes and objectives which include, but are not limited to, providing a community based alternative to the formal court process for alleged youth offenders for certain offenses and to involve the youths and their families in the administration of the alternative court process.

MISSION STATEMENT

Provide Counsel to the Teen Court to guide and support students and parents, and positively connect with the community.

ARTICLE 1

ADVISORY BOARD

1.01. **Selection of the Advisory Board and Management of the Advisory Board.** The Advisory Board members are appointed by the respective City Councils of the Cities of Bedford, Euless, and Hurst. The affairs of the Advisory Board shall be managed by its members (referred to as "Advisors").

1.02. **Number, Qualifications, and Tenure of Advisors.** The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors who are 14 through 19 years of age. The student advisors must reside in Hurst, Euless or Bedford, or they must attend an HEB ISD School. Each municipal entity (City of Bedford, City of Euless, and the City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of 2 (two) years and each student advisor shall serve for a term of 1 (one) year.

1.03. **Meetings.** The Advisory Board shall meet at least quarterly. The meetings shall be posted and conducted in accordance with the Texas Open Meetings Act.

1.04. **Notice.** Written or verbal notice of any meetings of the Advisory Board shall be delivered to each advisor not less than seventy-two (72) hours before the date of the meeting. The notice shall provide the place, day, and time of the meeting, and agenda for the meeting

1.05. **Quorum.** A majority of the Advisors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Advisors. The advisors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Advisors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Advisors required to constitute a quorum.

1.06. **Duties of Advisors.** Advisors shall discharge their duties, in good faith, with ordinary care, and in a manner they reasonably believe to be in the best interest of the Advisory Board. Ordinary care is care that ordinary prudent persons in similar positions would exercise under similar circumstances. In the discharge of any duty imposed or power conferred on the Advisors, they may in good faith rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Advisory Board or another person that were prepared or presented by a variety of persons, including officers and employees of the Advisory Board, professional advisors or experts such as accountants or legal counsel. An Advisor is not

relying in good faith if the advisor has knowledge concerning a matter in question that renders reliance unwarranted.

1.07. **Actions of Advisory Board.** The Advisory Board shall try to act by consensus. However, the vote of a majority of advisors present and voting at a meeting at which a quorum is present shall be sufficient to constitute an act of the Advisory Board unless the act of a greater number is required by law or the bylaws. An Advisor who is present at a meeting and abstains from a vote is considered to be present and voting.

1.08. **Proxies.** An Advisor may not vote by proxy.

1.09. **Compensation.** Advisors shall not receive salaries for their services. An Advisor may serve the Advisory Board in any other capacity and receive compensation for those services. Any compensation that the Advisory Board pays to an Advisor shall be reasonable and commensurate with the services performed.

1.10. **Removal of Advisors.** The Advisory Board may request that the respective City Councils vote to remove an Advisor at any time, with good cause.

1.11. **Basic Policies.** The following are the basic policies of the H.E.B. Teen Court Advisory Board:

- a. The Advisory Board shall be noncommercial, nonsectarian, and nonpartisan.
- b. The name of the Advisory Board or the names of any members in their official capacity shall not be used to endorse or promote a commercial concern or in connection with any partisan interest, or for any purpose not appropriately related to the promotion of the objectives of the Advisory Board.
- c. The Advisory Board shall not, directly or indirectly, participate or intervene in any way, including the publication or distribution of statements in any political campaign on behalf of, or in opposition to, any candidate for public office; or devote more than an insubstantial part of its activities to attempt to influence legislation by propaganda or otherwise.
- d. The Advisory Board shall work with local and area organizations to provide facilities and opportunities outside of the established court process for the youth offenders.
- e. The Advisory Board shall not enter into membership with other organizations except as authorized in writing by the respective City Councils.
- f. Notwithstanding any other provision of these Bylaws, the Advisory Board shall not carry on any other activities not approved by the respective City Councils.

ARTICLE 2

OFFICERS

2.01. **Officer Positions.** The officers of the Advisory Board (“Officers”) shall all be members of the Board. The Advisory Board officers shall be the following: Chairperson, Vice-chairperson and a Secretary. The Board of Advisors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. One Advisor may not hold more than one office.

2.02. **Election and Term of Office.** The Officers of the Advisory Board shall be elected annually in January by the Advisory Board of said organization. A nominee must have a remaining tenure of (1) year on the Advisory Board to be qualified as a nominee. Each officer shall hold office until a successor is duly selected and qualified. An Officer may be elected to succeed himself or herself in the same office if qualified. The election shall take place in the month of January of each year and shall be by ballot vote. However, if there is but one nominee for an office, election for that office shall be by voice vote.

2.03. **Removal.** Any officer elected or appointed by the Advisory Board may be removed by the Advisory Board at will.

2.04. **Vacancies.** A vacancy in any office may be filled by the Advisory Board for the unexpired portion of the Officer's term.

2.05. **Chairperson.** The Chairperson shall be the chief executive officer of the Advisory Board. The Chairperson shall coordinate the work of the Officers and committees of the Board in order that the objectives of the Teen Court may be promoted, confirm that a quorum is present before conducting any business at any meeting of the Board, preside at all meetings of the Board, appoint chairpersons of special committees, be an ex-officio member of all committees, and perform such other duties as may be prescribed in these bylaws or assigned by the Advisory Board, the respective city councils.

2.06. **Vice Chairperson.** When the Chairperson is absent, is unable to act, or refuses to act, the Vice-Chairperson shall perform the duties of the Chairperson. When a Vice-Chairperson acts in place of the Chairperson, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. If there is more than one Vice-Chairperson, the Vice-Chairpersons shall act in place of the Chairperson in the order of the votes received when elected. The Vice-Chairperson shall perform other duties as assigned by the Chairperson, or the Advisory Board, the respective city councils.

2.07. **Secretary.** The Secretary shall:

- (a) Perform duties as assigned by the Chairperson, the Advisory Board, or the respective city councils.
- (b) Perform all duties incident to the office of secretary.

ARTICLE 3

NOTICES

3.01. Notice by Mail, Electronic Mail, or by Facsimile. Any notice required or permitted by the bylaws to be given to an Advisor or Officer of the Advisory Board may be given by mail, electronic mail, or by facsimile. If mailed, a notice shall be deemed to be delivered when deposited, postage paid, in the United States mail addressed to the person at his or her address as it appears on the records of the Advisory Board. If given by facsimile transmission, a notice shall be deemed to be delivered when verification of transmission to the person addressed is received. A person may change his or her mailing address or facsimile telephone by giving written notice to the Secretary of the Advisory Board, Teen Court Coordinator, and the corresponding city represented.

ARTICLE 4

AMENDMENTS TO BYLAWS

4.01 The bylaws may be altered, amended, or repealed, and new bylaws may be adopted only by a two-thirds vote of the Advisory Board and the approval of the respective city councils. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 5

COMMITTEES

5.01. Establishment of Committees. The Advisory Board may adopt a resolution establishing one or more committees, delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include one or more Advisors and shall not include persons who are not members of the Advisory Board. The establishment of a committee or the delegation of authority to it shall not relieve the Advisory Board, or any individual Advisor, of any responsibility imposed by the Bylaws.

5.02. Authorization of Specific Committees. The Advisory Board shall define the activities and scope of authority of each committee by resolution.

5.03. Term of Office. Each member of a committee shall serve on the committee for a one (1) year term or until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve the unexpired portion of the terminated committee member's term.

5.04. Chair and Vice-Chair. One member of each committee shall be designated as the chair of the committee and another member of each committee may be designated as the vice-chair. The chair and vice-chair (if applicable) are appointed by the Chairperson of the Advisory Board. The chair shall call and preside at all meetings of the committee. When the chair of the committee is absent, is unable to act, or refuses to act, the vice-chair of the committee (if applicable) or the Chairperson of the Advisory Board (if no vice-chair has been designated) shall perform the duties of the chair of the committee. When a vice-chair of the committee or Chairperson of the Advisory Board acts in place of the chair of the committee, the vice-chair of the committee or Chairperson of the Advisory Board shall have all the powers of and be subject to all the restrictions upon the chair of the committee.

5.05. **Notice of Meetings.** Written or verbal notice of a committee meeting shall be delivered to each member of a committee not less than (72) seventy-two hours before the date of the meeting. The meetings shall be posted and conducted in accordance with the Texas Open Meetings Act.

5.06. **Quorum.** A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum.

5.07. **Actions of Committees.** Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

5.08. **Proxies.** A committee member may not vote by proxy.

5.09. **Compensation.** Committee members shall not receive salaries for their services.

5.10. **Rules.** Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Advisory Board.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.01. **Legal Authorities Governing Construction of Bylaws.** The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

6.02. **Legal Construction.** If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

6.03. **Headings.** The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

6.04. **Gender.** Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the H.E.B. Teen Court Advisory Board and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the H.E.B. Teen Court Advisory Board held on April 4, 2013, by a vote of ____AYES and ____ NAYS.

DATED: _____

Secretary
H.E.B. Teen Court Advisory Board

CERTIFICATE OF SECRETARIES OF ENTITIES

I certify that I am the duly elected and acting City Secretary of the City of Bedford and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the Bedford City Council held on _____, by a vote of ____AYES and ____NAYS.

DATED: _____

City Secretary of the City of Bedford

I certify that I am the duly elected and acting City Secretary of the City of Eules and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the Eules City Council held on _____, by a vote of ____AYES and ____NAYS.

DATED: _____

City Secretary of the City of Eules

I certify that I am the duly elected and acting City Secretary of the City of Hurst and that the foregoing Bylaws constitute the Bylaws of the H.E.B. Teen Court Advisory Board. These Bylaws were duly adopted at a meeting of the Hurst City Council held on _____, by a vote of ____AYES and ____NAYS.

DATED: _____

City Secretary of the City of Hurst

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BEDFORD, EULESS AND HURST FOR COMBINING EFFORTS FOR
THE PROVISION OF A TEEN COURT PROGRAM IN
MUNICIPAL COURT

This Agreement is entered into by and between the Cities of Bedford, Euless and Hurst, all such entities being located in Tarrant County, Texas, and hereinafter referred to collectively as "Parties" or "Entities," and individually as "Entity." The Parties execute this Agreement as hereinafter provided pursuant to the Texas Government Code Chapter 791, the Inter-local Cooperation Act:

WHEREAS, the municipal courts of Bedford, Euless and Hurst each intend to have a teen court; 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 teen court; 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;

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 creating and maintaining HEB Teen Court.
2. The number of Advisors shall be 9 (nine) regular members, at least 3 (three) of the Advisors being students and 6 (six) alternate members. In accordance with the Interlocal Agreement between the cities of Bedford, Euless, and Hurst, the Advisory Board shall appoint student advisors who are 14 through 19 years of age. The student advisors must reside in Hurst, Euless or Bedford, or they must attend an HEB ISD School. Each municipal entity (City of Bedford, City of Euless, and City of Hurst) will appoint two regular and two alternate members. Each non-student advisor shall serve for a term of 2 (two) years and each student advisor shall serve for a term of 1 (one) year.
3. The cities shall participate equally in any and all operating expenses associated with Teen Court, for each fiscal year. Payments by each for such participation shall be made semiannually to the City of Bedford on or before October 1 and April 1. The City of Bedford shall furnish to the other member cities, on or before May 1 of each year, its good faith estimate of the total budget requirements for the Teen Court program for the next fiscal year beginning the following 1st of October.

4. The administrator of the Bedford Municipal Court will have oversight responsibility for the operation of the Teen Court and the performance of the Contract. It is anticipated that initially one hundred (100) cases per month will be processed.
5. The Teen Court will be run on a day to day basis by a Teen Court Coordinator, Teen Court Assistant, and Teen Court Clerk, who will be employed by the City of Bedford and supervised by the administrator of the Bedford Municipal Court. All costs for the Teen Court Coordinator, Teen Court Assistant, and Teen Court Clerk, including salary and benefits, if any, shall be part of the cost to be paid equally by the cities on a semiannual basis.
6. Monthly activity reports will be provided to the designated representative for each Entity by the Teen Court Coordinator. Such reports shall include, at a minimum, such information as the number of defendants returned to municipal court, number of active student and adult volunteers, number of active service providers, quarterly financial reports, and such other available information as may be required by joint agreement of the Parties.
7. While any employee of the Parties is working on tasks associated with or for the Teen Court, such employee shall continue to be an employee of the Entity for which the employee works on duties that do not include the Teen court. The Entity employing such individual shall pay all wages and benefits while such employee is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the employee is regularly employed.
8. In performing duties under the Agreement, each party will comply with all necessary Federal, State and local laws, regulations and ordinances.
9. The governing body of any Entity, in its sole discretion, may at any time withdraw its personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement upon providing not less than ninety (90) days written notice of withdrawal to the other participating Parties. This Agreement may be terminated at any time by mutual agreement of the Parties. No refund of semiannual payments for Teen Court costs will be made to any Entity that withdraws from this Agreement.
10. 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 Entity where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.
11. Each city does hereby waive all claims, release, indemnify and/or reimburse, defend and hold harmless every other Entity, its officials, agents, officers and employees in both their public and private capacities, 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 attorney's 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 Entity, 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 every other Entity from the consequences of an Entity's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

12. It is expressly understood and agreed that, in the execution of the Agreement, no Entity 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.
13. Each Entity agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the Courts of Tarrant County, 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.
14. In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
15. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendment or modification must be in writing, and attached to and incorporated into this Agreement.
16. This Agreement may be signed in multiple counterparts and shall be binding on each Entity when duly authorized by the governing body of each Entity and signed by such Parties' duly authorized representative.
17. This Agreement contains all commitments and agreements of the Parties, and oral or written commitments 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 Entity. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Entity.

APPROVED BY THE CITY COUNCIL
OF THE CITY OF BEDFORD, TEXAS: _____

BY: _____ DATE: _____
Beverly Queen, City Manager

ATTEST: APPROVED AS TO FORM:

CITY SECRETARY CITY ATTORNEY

APPROVED BY THE CITY COUNCIL
OF THE CITY OF EULESS, TEXAS: _____

BY: _____ DATE: _____
Gary McKamie, City Manager

ATTEST: APPROVED AS TO FORM:

Kim Sutter, TRMC, CITY SECRETARY Wayne K. Olson, CITY ATTORNEY

APPROVED BY THE CITY COUNCIL
OF THE CITY OF HURST, TEXAS: _____

BY: _____ DATE: _____
Allan Weegar, City Manager

ATTEST: APPROVED AS TO FORM:

CITY SECRETARY CITY ATTORNEY
