

RESOLUTION NO. 12-1991

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ESTABLISHING THE ABILENE TEEN COURT; APPOINTING THE MUNICIPAL COURT JUDGE AS THE PRESIDING JUDGE OF THE TEEN COURT; APPROVING A CONTRACT WITH THE JUNIOR LEAGUE OF ABILENE; AUTHORIZING THE CITY MANAGER TO SIGN SAID CONTRACT; APPROVING THE HIRING OF A PROFESSIONAL PERSON TO DEVELOP, IMPLEMENT, AND COORDINATE THE ABILENE TEEN COURT; AND AUTHORIZING THE TEEN COURT ADVISORY BOARD.

WHEREAS, a Teen Court will offer young offenders an opportunity to make restitution for their offenses through community service and educational classes; and

WHEREAS, a Teen Court will provide an educational opportunity for teen offenders and teen volunteers that will increase their understanding of the American system of justice; and

WHEREAS, the performance of court ordered community service by teen offenders will be of great benefit to local charitable agencies and the community at large; and

WHEREAS, Section 54.032, Texas Family Code, and Article 45.55, Texas Code of Criminal Procedure, allow the creation of a teen court;

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

Part 1. That the City hereby approves and establishes the Abilene Teen Court to be effective as soon as the necessary facilities, personnel, operating procedures, and policies can be established.

Part 2. That the City Manager is authorized to execute a contract with The Junior League of Abilene, Inc. to secure its assistance in the creation and implementation of a Teen Court. A copy of the Contract is attached hereto as Exhibit "A".

Part 3. That the City appoints the Municipal Court Judge to serve as the presiding judge of the Teen Court, with associate judges to be appointed at a later date, without receiving any payment for such services. Any necessary supplies or other necessary needs for such judicial function shall be furnished by the Municipal Court of the City.

Part 4. That the City Manager is authorized to hire a professional person to develop, implement, and coordinate the Abilene Teen Court; and, further, that the City Manager is authorized to assign other youth related duties to this person. Said position to be currently titled Special Assistant to the City Manager for Youth Services.

Part 5. That there is appointed a committee which shall be composed of the Municipal Court Judge, the Special Assistant to the City Manager for Youth Services, Municipal Court Clerk, a member of the Junior League, and others as determined by the City Manager who shall develop the proposed policies, procedures and operations of the Teen Court and make recommendations to the City Manager for approval regarding such matters as: guidelines for referrals, guidelines for sentences, role and authority of teen jurors, program operating procedures, design of forms and documents, role of Abilene Teen Court, and


objectives. That the Teen Court Advisory Board is hereby authorized which will offer input to the committee as to Teen Court's policies and procedures and will provide a mechanism by which Teen Court officials can communicate with referral sources, involved agencies and governmental entities, parents, and the community at large.


Part 6. That the Teen Court Advisory Board will be made up of a representative from participating groups and agencies such as the Junior League's project chairman and Judges from each referring court. One representative may be submitted by each of the following: Abilene Police Department and any other involved law enforcement agencies, City Attorney's office, District Attorney's office, Juvenile Justice Center, charitable agencies, local school systems, Young Leadership Abilene, and parents of teenagers participating in the Teen Court program. The Teen Court Advisory Board will elect a chairman and vice-chairman from its membership. The Special Assistant to the City Manager for Youth Services shall be an ex-officio member of the Board.

Part 7. That this resolution shall take effect immediately from and after its passage.

ADOPTED, this the 9 day of May, 1991.

ATTEST:

  
\_\_\_\_\_  
Jo Moore  
City Secretary

  
\_\_\_\_\_  
Gary D. McCaleb  
Mayor

APPROVED:

  
\_\_\_\_\_  
Keith A. Barton  
City Attorney

Exhibit A

CONTRACT

Received  
JUN 06 1991  
City Manager's Office

STATE OF TEXAS    I

COUNTY OF TAYLOR   I

KNOWN ALL MEN BY THESE PRESENTS:

THIS CONTRACT is entered into on this the   9   day of   May  , 1991, by and between the City of Abilene, Texas, a municipal corporation, hereinafter called "CITY" and THE JUNIOR LEAGUE OF ABILENE, INC., a non-profit Corporation, organized under the laws of the State of Texas, hereinafter referred to as "JUNIOR LEAGUE."

WHEREAS, a Teen Court will offer young offenders an opportunity to make restitution for their offenses through community service and educational classes; and

WHEREAS, a Teen Court will provide an educational opportunity for teen offenders and teen volunteers that will increase their understanding of the American system of justice; and

WHEREAS, the performance of court ordered community service by teen offenders will be of great benefit to local charitable agencies and the community at large;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual covenants, agreements, and benefits of both parties to this contract, it is agreed as follows:

WITNESSETH:

Section I.

Term

This agreement and its terms and conditions shall go into effect when adopted by both parties. The agreement shall be for an initial term of one (1) year, unless terminated as herein provided or renewed or extended by mutual agreement of both parties.

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## Section II.

### Services

The CITY agrees to operate, administer, manage, and maintain the TEEN COURT program as provided for in the CITY'S Resolution Number 12-1991 passed and approved by the Abilene City Council on the 9th day of May, 1991. The CITY shall be responsible for and establish all rules and regulations relating to the operation of said TEEN COURT program. The CITY shall hire and supervise a professional position and establish employment policies defining the duties for this position. Said professional shall be considered an employee of the CITY for all purposes. The JUNIOR LEAGUE shall be responsible for providing necessary volunteer support staff for said TEEN COURT program, including but not limited to: volunteers to assist on court nights and during teen juror and teen lawyer training sessions, and volunteers to assist with securing community service opportunities; and a project chairman who will: coordinate JUNIOR LEAGUE volunteers, serve on the Teen Court Advisory Board, assist the City's Special Assistant to the City Manager for Youth Services as needed, and who will act as a liaison between the CITY and JUNIOR LEAGUE.

## Section III.

### Finance

A. JUNIOR LEAGUE agrees to pay to the CITY the sum of Fifteen Thousand and No/100 Dollars (\$15,000) to be utilized by the CITY for the purpose of compensating the professional position for services rendered and supplies and materials of the TEEN COURT. The amount of compensation to be provided by the JUNIOR LEAGUE to the CITY for a portion of TEEN COURT expenses for the CITY'S current fiscal year and any other fiscal years for which this agreement may remain operative, shall be determined by the JUNIOR LEAGUE on a year to year basis as determined by said league.

B. CITY shall provide suitable office space, utilities, telephone, furniture, equipment, printing services, and reasonably necessary operating expenses for the TEEN COURT program.

Section IV.  
Authority To Contract

CITY specifically reserves all rights to have final approval of any and all contracts and or agreements which may in any manner affect the TEEN COURT program; including, but not limited to, the right to prior approval of any requests made on behalf of the TEEN COURT program and the CITY for grants to be utilized in the operations or expansion of the TEEN COURT program.

SECTION V.  
Termination

This contract may be terminated by either party for any reason upon ninety (90) days written notice or by mutual agreement of both parties.

Section VI.  
Notice

For purposes of written notification as provided herein, all written notices to the CITY and JUNIOR LEAGUE shall be addressed as follows:

City of Abilene  
City Manager  
P.O. Box 60  
Abilene, Texas 79604

Junior League of Abilene, Inc.  
774 Butternut  
Abilene, Texas 79602

Section VII.  
General Provisions

A. The parties hereto shall comply with all applicable laws.

B. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this agreement shall be of no force or effect and all provisions of any prior agreements which are inconsistent with this agreement are hereby rescinded. However, this instrument can subsequently be amended in writing by agreement of the parties.

C. All suits in law or equity shall be instituted and maintained in Abilene, Taylor County, Texas.

D. CITY agrees to furnish each year a report of operations and activities to the Teen Court Advisory Board and JUNIOR LEAGUE. CITY also agrees to furnish to the Teen Court Advisory Board and JUNIOR LEAGUE a copy of all rules, regulations, and written policy changes relating to TEEN COURT when approved.

WITNESS our signatures on the date first herein set out.

THE JUNIOR LEAGUE OF ABILENE, INC.

By: Julia D. Watts  
Treasurer

By: Leigh Black  
President

CITY OF ABILENE

By: Jim C. Blagg  
City Manager

ATTEST:

Jo Moore  
Jo Moore, City Secretary

APPROVED AS TO FORM:

Keith A. Barta  
City Attorney