

**AGREEMENT BETWEEN
THE CITY OF WEST LAKE HILLS
AND
THE CITY OF AUSTIN**
Youth Diversion Program

AGREEMENT NO. _____

This Interlocal Agreement ("**Agreement**") is made and entered into this _____ day of _____ 2025, by and between the **CITY OF WEST LAKE HILLS on behalf of the WEST LAKE HILLS MUNICIPAL COURT ("WLH")** a Court of Record No. 1 existing in the State of Texas, and **THE CITY OF AUSTIN on behalf of the AUSTIN MUNICIPAL COURT ("AMC")** a Court of Record of the State of Texas, (also, individually, a "**Party**" or, collectively, the "**Parties**"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

PURPOSE

- 1.01 The purpose of this Agreement is to facilitate AMC's Youth Diversion Program (the "**Program**") as an available program for WLH's jurisdictions and allow WLH to utilize the Program as part of its own youth diversion and deferral options.
- 1.02 The City of West Lake Hills and the City of Austin have each determined that it is mutually beneficial for AMC to provide services related to the Program in order to comply with Subchapter E of Chapter 45 of the Texas Code of Criminal Procedure, otherwise known as the Texas Youth Diversion and Early Intervention Act.

TERMS AND SERVICES

- 2.01 The initial term of this Agreement commences on [Date] and continues through [Date]. This agreement becomes effective when approved by the governing authorities of the Parties and executed by their authorized representatives.
- 2.02 AMC agrees to include in the specifications for the Program a list of the available classes and program choices which are available for WLH's to utilize. AMC will transmit that list and any amendments to the list to WLH within thirty (30) days of this agreement and any changes to the list.
- 2.03 AMC will make its Program available to defendants and youths who have citations filed in the WLH municipal court. WLH may assign, as part of an order for a deferred disposition, youth diversion, or other form of compliance order, for a defendant to attend one or more classes from the AMC Program. WLH may, by order, require completion of one or more AMC classes under the Program as a condition of a deferred disposition, youth diversion, or other form of compliance order.
- 2.04 AMC represents that certain classes in its Program qualify under Texas law as a youth diversion program.

2.05 AMC agrees to accept defendants and youths assigned by order from WLH as long as such defendants or youths meet the Program criteria, as well as the criteria listed in Section 45.304 of the Texas Code of Criminal Procedure. If any defendants or youths do not meet such criteria, AMC must advise WLH, by and through the municipal court coordinator, that such defendant or youth does not meet such criteria.

2.06 AMC agrees it will not charge WLH for assigning defendants and youths to the Project. AMC may charge the defendants and youths any administrative fees normally charged for the Program which has been adopted by the City of Austin.

2.07 AMC agrees to use its best efforts to support all requests of the Program to support juvenile caseloads in WLH jurisdictions.

2.08 The parties agree to coordinate on a proper assignment/referral procedure, including Diversion Agreements as defined by Section 45.308 of the Texas Code of Criminal Procedure, which shall be reduced to written order as part of each party's court procedures.

2.09 If AMC determines that a participant is not eligible for diversion, the prosecutor objects, the child or parent decline participation, or the child otherwise does not comply with the terms of the diversion action plan, AMC will proceed as follows, in accordance with Texas Code of Criminal Procedure § 45.311:

- a. The case shall be set for a non-adversarial hearing before the assigned juvenile judge at the AMC. The judge will confer with all interested parties to determine what is in the best interest of the child, what protects the long-term safety of the community, and determine whether to:
 - i. Declare the diversion unsuccessful;
 - ii. Amend or set aside terms in the diversion agreement;
 - iii. Extend the diversion period not to exceed one year from the initial start date;
 - iv. Continue the hearing for not more than sixty (60) days to allow additional time for compliance with the terms of the diversion agreement;
 - v. Require the parents to perform any act, or refrain from performing any act, which the court determines will increase the likelihood the child will successfully complete the diversion and comply with any order of the court that is reasonable and necessary for the welfare of the child;
 - vi. Find substantial compliance and successful completion; or
 - vii. Find the diversion unsuccessful and:
 1. Refer the case to the prosecutor for filing;¹ or
 2. Transfer the case to the Juvenile Court for an alleged Child in Need of Supervision (CINS) under Section 51.08 of the Texas Family Code.
- b. If the assigned juvenile judge finds the diversion unsuccessful at the conclusion of informal proceedings, the assigned juvenile judge shall make findings and the case shall be referred back to WLH for further proceedings.

¹ The statute of limitations is tolled during the diversion period for the purposes of the prosecutor refiling the charge. Texas Code of Criminal Procedure § 45.311(f).

2.010 AMC will send a status update to WLH at the time it makes a final disposition in the dismissal of a case in a successful diversion, or when referring the case back to WLH if the diversion is determined to be unsuccessful, in accordance with Section 2.09.

2.011 WLH will be responsible for filing and reporting the disposition of cases to the Office of Court Administration. For diversion reporting, AMC will include WLH cases for any applicable reporting.

2.012 The Parties acknowledge and agree that:

- a. WLH has no ownership or control over the Program and the Program shall be administered solely by AMC.
- b. WLH is under no obligation to assign or refer defendants and youths to the Program.
- c. Any assignment or referral to the Program by WLH is solely a judicial decision which, in the municipal judge's discretion, is appropriate for any given defendant or youth.
- d. WLH has no responsibility or liability for the administration of the Program by AMC. AMC has no responsibility or liability for the administrative or judicial decisions of WLH in relation to assignments or how WLH handles or adjudicates any defendants or youths within its jurisdiction.
- e. The parties will strive to keep and manage records in compliance with all applicable laws, including Section 45.313 of the Texas Code of Criminal Procedure.
- f. This is not an agreement for goods or services, but an interlocal agreement to allow an efficient sharing of municipal resources.

MISCELLANEOUS

3.01 This Agreement, along with the specifications for the Youth Diversion Program, supersedes any and all other agreements, either oral or in writing, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

3.02 This Agreement is performable in Travis County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas with the proper venue of jurisdiction being Travis County.

3.03 If any one or more of the provisions contained in the Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

3.04 No amendment, supplementation, modification, or alteration of the terms hereof will be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the Parties.

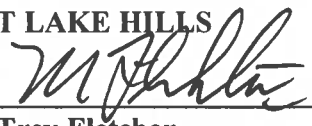
3.05 Either Party shall have the right to terminate the Agreement, without cause, any time upon 30 calendar-days prior written notice.

3.06 Each Party acknowledges that the other party is required to comply with Chapter 552 of the

Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within each Party's possession or to which either Party has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE FULL FORCE AND EFFECT ON THIS _____ DAY OF _____, 2025.

WEST LAKE HILLS

By: 
Trey Fletcher
City Administrator
West Lake Hills, Texas

CITY OF AUSTIN

By: _____
Mary Jane Grubb
Municipal Court Clerk
Austin, Texas