

MEMORANDUM

To: Members of the City Commission

From: Lisa Agnor, City Manager

Date: September 4, 2015

Subject: Approval of the Interlocal Agreement with Harrison County related to the STAR Boot Camp program

The current Interlocal Agreement with Harrison County related to the STAR Boot Camp program will expire on September 30, 2015, and the Harrison County Juvenile Board has requested to continue the agreement with the City of Marshall. The proposed agreement has been reviewed by the City Attorney.

A copy of the 2015-2016 proposed agreement is attached.

HARRISON COUNTY STAR BOOTCAMP PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an inter-local agreement entered to be effective the **1st** day of **OCTOBER, 2015** between **Harrison County Juvenile Board** and the **City of Marshall**.

The purpose of the Harrison County STAR BOOTCAMP PROGRAM is to provide students with an opportunity to continue their studies, to develop self-discipline, to improve life skills, and where applicable, to prepare for re-entry into the regular school system. For those students who cannot return to regular school, efforts shall be made to teach basic academic skills, to encourage vocational study, to develop self-discipline. Efforts will be made by the STAR BOOTCAMP PROGRAM to work closely with each school district to follow class schedules and class assignments.

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:

GOVERNANCE OF STAR BOOT CAMP

1.1 Composition of Governing Body The Star Boot Camp shall operate as a function of the Harrison County Juvenile Board, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than the Harrison County Juvenile Board.

FUNDING FOR STAR BOOT CAMP

2.1 PAYMENT **THE CITY OF MARSHALL** shall pay a total sum of **\$36,982.00** for the term of term of the Agreement. This amount is determined by the Harrison County Juvenile Board and the City agrees to pay that amount. **PAYMENTS WILL BE MADE QUARTERLY, IN FOUR EQUAL PAYMENTS OF \$9,245.50 TO HARRISON COUNTY AS FISCAL AGENT FOR THE HARRISON COUNTY JUVENILE BOARD.** All payments will be deposited with the Harrison County Treasurer. Harrison County will be responsible for accounting for these funds and maintaining records of all expenditures and receipts in accordance with state law. The City of Marshall makes this payment to promote the general welfare of its citizens and in the hope of reducing the juvenile crime rate.

TERM OF AGREEMENT

3.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through **SEPTEMBER 30, 2016**. In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

3.2 This Agreement entered into by City of Marshall, and Harrison County Juvenile Board may be canceled with or without cause by any party through its designated authoritative bodies, by giving thirty (30) days prior written notice of such termination.

MISCELLANEOUS

4.1 Records and Reporting Requirements Throughout the term of this Agreement, Harrison County Juvenile Board agrees to establish and maintain detailed records regarding the administration and operation of the Star Boot Camp, including information regarding the costs of such programs, including facilities, staffing and administrative expenses. Harrison County Juvenile Board will provide at least semi-annually, a report showing the number of juvenile participants in the Program, including a listing of where each participant resides. In addition, Harrison County Juvenile Board shall provide the City with the annual budget for the Star Boot Camp showing funding sources.

4.2 Legal Requirements The Participants agree to comply fully with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any action required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

4.3 Amendments if changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

January 1, 2014—December 31, 2014 Boot Camp Participants by Juvenile’s City of Residence

Marshall:	51 (89.47% of total referrals)
Hallsville:	4 (7.02% of total referrals)
Elysian Fields:	1 (1.75% of total referrals)
Waskom:	1 (1.75% of total referrals)
Harleton:	0
Karnack:	0

January 1, 2015—June 18, 2015 Boot Camp Participants by Juvenile’s City of Residence

Marshall:	13 (86.66% of total referrals)
Hallsville:	1 (6.66% of total referrals)
Kilgore:	1 (6.66% of total referrals)
Elysian Fields:	0
Waskom:	0
Harleton:	0
Karnack:	0