

INTERLOCAL COOPERATION FUNDING AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between Young County, Texas, The City of Graham, The City of Olney, Stephens County and The City of Breckenridge, all political subdivisions of the State of Texas.

RECITALS

WHEREAS, Chapter 17 of the Texas Code of Criminal Procedure sets forth certain restrictions on those who are released on bond;

WHEREAS, it is in the interest of all citizens of Young and Stephens Counties and the communities therein to see that those released on bond are supervised in accordance with the court-ordered restrictions;

WHEREAS, The County of Young, The City of Graham, The City of Olney, City of Breckenridge and Stephens County, Texas mutually desire that those released on bond are supervised by a Bond Supervision Officer in accordance with the court-ordered restrictions;

WHEREAS, Chapter 791, (3) (n), Texas Government Code, allows for the cooperation of local governments to contract for services that the contracting parties have a mutual interest in;

NOW, THEREFORE, Young County, Texas, The City of Graham, The City of Olney, Stephens County, Texas and City of Breckenridge for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Young County, Texas shall create the Department of Bond Supervisions and be the employing agency of a Bond Supervision Officer. All requirements necessary for a Young County Employee must be met

in accordance with hiring policies of Young County, Texas. The Bond Supervision Officer will follow the personnel policies of Young County, Texas and other policies and procedures as maybe promulgated by the supervising officer with advice and consent of Young County Commissioners Court.

2. The Chief Probation Officer for the 90th Judicial District Court shall conduct interviews and recommend hiring of the Bond Supervision Officer subject to such opening as may become necessary to fill with advice and consent of Young County Commissioners Court.
3. The Chief Probation Officer of the 90th District shall be the immediate supervisor of the Bond Supervision Officer, following the guidelines set forth of the 90th Judicial District Court.
4. The department and position are created under the authority of the Commissioners Court of Young County, Texas and the employee is an employee of said county subject to the policies and procedures in place or as may be prescribed, added, modified or amended by Young County Commissioners Court. All fringe benefits ordinary to an employee of Young County shall be provided by Young County according to Young County policy.
5. All fees collected by the Bond Supervision Officer will be used for the offset of expenses of the department. These funds shall be deposited with the Treasurer of Young County, Texas and credited to the proper fund according to the Texas Local Government Code, Title 4, Subtitle B.
6. The City of Graham, Texas, The City of Olney, Texas, Stephens County, Texas and the City of Breckenridge, Texas each agree to provide funding to Young County in amounts set as fixed portions for each contributing entity for the fiscal year **2024** and may be adjusted for each fiscal year thereafter by agreement of the governmental bodies. A fiscal year shall begin October 1, and shall end September 30th of the year next following. These funds shall be deposited with the Treasurer of Young County, Texas and credited in accordance with the laws and regulations of Texas Local Government Code, Title 4, SubTitle B. Funding as follows shall be due on or before **January 15th, 2024**.

- City of Graham, Texas ----- \$12,500.
- Young County ----- \$9,250.
- City of Breckenridge ----- \$7,500.
- Stephens County, Texas ----- \$7,000.
- City of Olney, Texas ----- \$4,000.

Provided however, if revenues for any annual term exceed projected revenues by more than \$5,000.00, such overage shall be refunded back to each entity in their proportionate part.

7. The Term of this Funding Agreement is for one year (12 months) beginning **October 1, 2023 and ending September 30, 2024** and may be extended for each additional 12 month period as a subsequent term. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein, and may not be modified or amended except by written agreement.
8. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
9. This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be Young County, Texas.
10. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
11. This agreement is not intended to extend the liability of the parties beyond that provided by law. The Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

12. Any notices required under this Agreement will be sent to the following:

- a. Young County Judge
516 Fourth Street Room 108
Graham, Texas 76450
- b. City Manager City of Graham
612 Elm Street
Graham, Texas 76450
- c. City Manager City of
Olney
P.O. Box 546
Olney, Texas 76374
- d. Stephens County Judge
200 W. Walker
Breckenridge, Texas 76424
- e. City Manager City of Breckenridge
1054 N. Rose
Breckenridge, Texas 76424

13. The Chief Probation Officer shall promulgate the operation, procedures and rules for the Bond Supervision Officer to be approved by the 90th District Court with advice and consent of the Commissioners Court of Young County, Texas.

APPROVED BY THE CITY COUNCIL OF BRECKENRIDGE, TEXAS

In a meeting of the court This _____ Day of _____ 2023 and executed by its authorized representative.

CITY OF BRECKENRIDGE, TEXAS

By: _____

Title: _____

ATTEST:

Title: _____