

# YOUNG COUNTY

STATE OF

TEXAS



GRAHAM, TEXAS 76450

March 1, 2023

City of Breckenridge  
1054 N. Rose  
Breckenridge, TX 76424

To Whom it May Concern,

Enclosed is the Interlocal Cooperation Funding Agreement for the Bond Supervision Officer for FY23. Included is a copy of the revenue and expenses for the prior year as well as an invoice for your entity. When the agreement is executed, ***please return the original signed approval page with your payment.***

Sincerely,

A handwritten signature in blue ink that reads "Sharri Ashley". The signature is written in a cursive, flowing style.

Sharri Ashley  
Assistant Auditor  
Young County  
PO BOX 607  
Graham, TX 76450  
940-549-1786 Ph

# Young County

# INVOICE

516 4th St, Ste 103  
Graham, TX 76450  
940-549-1786 (Phone) 940-549-4266 (Fax)

**DATE:** March 1, 2023

**Bill To:**

City of Breckenridge  
1054 N. Rose  
Breckenridge, TX 76424  
254-559-8287

DESCRIPTION	AMOUNT
Re: Bond Supervision Officer	\$ 7,500.00
as per Executed Contract	
for Oct 1 2022 - Sept 31, 2023	
<b>Remit Payment to:</b>	
<b>Young County Treasurer</b>	
<b>PO Box 487</b>	
<b>Graham, TX 76450</b>	
<b>TOTAL</b>	<b>\$ 7,500.00</b>

Make all checks payable to Young County  
If you have any questions concerning this invoice, Cheryl Roberts, 940-549-1786,  
c.roberts@youngcounty.org

**THANK YOU FOR YOUR BUSINESS!**

2022 010-340-201 BOND SUPERVISION FEES 60,000.00- CURR BUDGET: 60,000.00- ENCUMBRANCE: .00 BEGIN BALANCE: .00

DATE	PPYYYY	VENDOR NAME	DESCRIPTION	PO #	INVOICE #	FA	AMOUNT	REF #
10/18/2021	012022	BOND SUPERVISION-CLIFF	BLACK OCT 1-15 BONDS		10182021		4,327.00-	066046R
11/01/2021	022022	BOND SUPERVISION-CLIFF	BLACK BONDS 10/16-10/31		11012021		3,457.00-	066112R
11/16/2021	022022	BOND SUPERVISION-CLIFF	BLACK NOV 1 - 15		11162021		2,975.00-	066173R
11/16/2021	022022	BOND SUPERVISION-CLIFF	BLACK NOV 1 - 15		11162021		2,975.00-	066173R
12/01/2021	022022	BOND SUPERVISION-CLIFF	BLACK POSTING ERROR/DEBIT CASH				2,975.00-	
12/01/2021	032022	BOND SUPERVISION-CLIFF	BLACK 11/16 - 11/30		12012021		2,188.00-	066238R
12/01/2021	032022	BOND SUPERVISION-CLIFF	BLACK 12/01 - 12/15		12202021		1,839.00-	066320R
01/05/2022	042022	BOND SUPERVISION-CLIFF	BLACK 12/16-12/31'21		01052022		1,780.00-	066378R
01/18/2022	042022	BOND SUPERVISION-CLIFF	BLACK 01/01-01/15		01182022		2,340.00-	066448R
02/01/2022	052022	BOND SUPERVISION-CLIFF	BLACK JAN 16 - 31'22		02012022		1,715.00-	066505R
02/25/2022	052022	BOND SUPERVISION-CLIFF	BLACK FEB 1-15		02252022		2,365.00-	066629R
03/09/2022	062022	BOND SUPERVISION-CLIFF	BLACK FEB 16-28		03082022		2,615.00-	066684R
03/22/2022	062022	BOND SUPERVISION-CLIFF	BLACK MARCH 1 - 15		04052022		2,170.00-	066722R
04/05/2022	072022	BOND SUPERVISION-CLIFF	BLACK MARCH 16 - 31		04182022		1,743.00-	066830R
04/18/2022	072022	BOND SUPERVISION-CLIFF	BLACK APRIL 1 - 15 2022		05022022		2,010.00-	066899R
05/02/2022	082022	BOND SUPERVISION-CLIFF	BLACK APRIL 16 - 30 DAILY REC		05162022		1,625.00-	066957R
05/16/2022	082022	BOND SUPERVISION-CLIFF	BLACK DAILY REC MAY 1 - 16'22		06012022		3,030.00-	067042R
06/01/2022	092022	BOND SUPERVISION-CLIFF	BLACK DAILY REC 6/1-6/15 22		06222022		1,630.00-	067068R
06/22/2022	092022	BOND SUPERVISION-CLIFF	BLACK DAILY REC JUNE 16 - 30		07052022		4,628.00-	067188R
07/05/2022	102022	BOND SUPERVISION-CLIFF	BLACK DAILY REC JUNE 16 - 31		08012022		1,511.00-	067279R
08/01/2022	112022	BOND SUPERVISION-CLIFF	BLACK DAILY RECEIPTS 7/1-31		08172022		3,071.00-	067334R
08/26/2022	112022	BOND SUPERVISION-CLIFF	BLACK DAILY RECEIPTS 8/1-8/15		08312022		7,000.00-	067370R
10/12/2022	122022	COUNTY OF STEPHENS	BLACK DAILY RECEIPTS 8/16-8/31		09162022		3,085.00-	067410R
09/16/2022	122022	BOND SUPERVISION-CLIFF	BLACK SAL REIMB		09192022		3,015.00-	067461R
09/19/2022	122022	BOND SUPERVISION-CLIFF	BLACK DAILY RECEIPTS 9/1-9/15					
10/07/2022	122022	BOND SUPERVISION-CLIFF	BLACK DAILY RECEIPTS 9/16-9/30		10042022			

LINE ITEM TOTAL: 62,801.00-  
 ENDING BALANCE: 62,801.00- 104.67 \*

BUDGET REMAINING: 2,801.00  
 OVERALL TOTAL: .00

BEGIN BALANCE: .00  
 LINE ITEM TOTAL: 62,801.00-  
 ENDING BALANCE: 62,801.00- 104.67 \*  
 BUDGET REMAINING: 2,801.00

010-340-201 GRAND TOTAL  
 ORIG BUDGET: 60,000.00- CURR BUDGET: 60,000.00- ENCUMBRANCE: .00



# 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 90<sup>th</sup> District shall be the immediate supervisor of the Bond Supervision Officer, following the guidelines set forth by 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 **2023** 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 30<sup>th</sup> 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 15<sup>th</sup>, 2023**:

- City of Graham, Texas ----- \$12,500.
- Young County -----\$ 9,250.
- City of Breckenridge, Texas - \$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, 2022 and ending September 30, 2023** 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 90<sup>th</sup> District Court with advice and consent of the Commissioners Court of Young County, Texas.



APPROVED BY THE CITY COUNCIL OF BRECKENRIDGE, TEXAS

at its meeting on the \_\_\_\_\_ Day of \_\_\_\_\_, 2023 and executed by its authorized representative.

CITY OF BRECKENRIDGE, TEXAS

By : \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_