

STATE OF TEXAS

COUNTY OF TITUS

STATE OF TEXAS

COUNTY OF CAMP

**FIRST-AMENDED INTERLOCAL AGREEMENT BETWEEN CAMP
COUNTY AND TITUS COUNTY RE: FUNDING FOR THE OFFICE
OF THE DISTRICT ATTORNEY**

WHEREAS, the office of the District Attorney for the 76th Judicial District of Texas (hereinafter "District Attorney") represents the State of Texas in the district court of Camp and Titus Counties. Tex. Gov't Code § 43.138.

WHEREAS, the governing bodies of Camp County and Titus County have seen fit to financially contribute to funding certain staff salaries of the office of the District Attorney.

THEREFORE, Camp County and Titus County enter into this interlocal agreement in accordance with Article III section 64(b) of the Texas Constitution and Article 791 of the Texas Government Code, and agree to cooperate in the funding of the District Attorney's office as follows:

1. Employees of the District Attorney's office will be employees of Titus County, Texas.
2. Titus County will manage the disbursement of salaries, withholding, health insurance and retirement, and any other financial matters related to the employment of the employees of the District Attorney's office.
3. Camp County has agreed to contribute up to \$50,000.00 annually as its portion of the funding of the staff of the District Attorney's office.
4. Staff expenses under this agreement will include employee costs, as well as non-employee contract expenditures, including but not limited to payment for work on appeals, grand jury preparation and temporary employment, whether paid as employees or contract labor.

5. Each month Titus County will deliver to Camp County an invoice for the portion of the funds requested, which will detail Camp County's portion of the expenses incurred in that regard. Said invoice may be delivered by email to the Camp County Auditor. The portion of funds requested from Camp County will be thirty percent (30%) of the total employee/staff-related expenses. This is based on a 30/70 Camp/Titus split, derived from a calculation comparing court time and docket size between the two counties.
6. In order to accomplish the proportional contribution detailed in number 5. above, Titus County may draw from overpayments made by Camp County and may also adjust the monthly billing to Camp County to first use excess funds already paid or to include additional expenses incurred that month.
7. Within thirty (30) days of the date of the Titus County invoice, Camp County will pay the amount invoiced to Titus County.
8. The obligations under this agreement begin January 1, 2021 and end December 31, 2021. This agreement may, however, be extended annually.
9. This agreement contains the entire agreement between Camp County and Titus County relating to the rights, duties and obligations described herein. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by both parties.
10. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

WHEREFORE, this agreement having been approved by the Commissioner's Courts of Camp County and Titus County, the undersigned officers of the parties, who are the properly authorized officials of each county and have the necessary authority to execute this agreement on behalf of their respective counties, hereby sign as the authorized official of each county.

By: Brian Lee

County Judge

Titus County, Texas

Date: June 14, 2021 Approved in Comm. Court.

By: _____

County Judge

Camp County, Texas

Date: _____