

**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 Salary, FICA, Medicare, Retirement and Health Insurance expenses 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. Both Camp County and Titus County have come to a mutual agreement to divide expenses based on U.S. Census population data. According to the latest census, Camp County has a population of 12,464, while Titus County has a population of 31,247. Based on these figures, the cost allocation is set at 28.5% for Camp County and 71.5% for Titus County.
4. Staff expenses under this agreement will include employee costs of one (1) assistant prosecutor and two (2) administrative assistants.
5. Each month Titus County will deliver to Camp County an invoice for the portion of the funds requested under number 3. of this agreement, which will detail Camp County's portion of the actual expenses incurred in that regard. No funds beyond actual expenditures will be requested by Titus County or paid by Camp County. Said invoice may be delivered by email to the Camp County Auditor
6. Within thirty (30) days of the date of the Titus County invoice, Camp County will pay the amount invoiced to Titus County.
7. The obligations under this agreement begin January 1, 2023 and end September 31, 2024. It is the parties intent to have future yearly contracts be on a fiscal year and not a calendar year.
8. 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.
9. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, including Texas Government Code Section 41.103(a).

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.

SIGNATURE AND EXECUTION:

CAMP COUNTY, TEXAS

By: _____
A.J. Mason, Camp County Judge

Date Signed: _____

Date Approved by Commissioners:

ATTEST:

By: _____
Camp County Clerk

TITUS, COUNTY, TEXAS

By: Kent Cooper
Kent Cooper, Titus County Judge

Date Signed: OCT 10, 2023

Date Approved by Commissioners:

OCT 6, 2023

ATTEST:

By: Justie Brannon
Titus County Clerk

