

**INTERLOCAL AGREEMENT  
FOR  
JACK AND WISE COUNTIES, TEXAS  
IN THE PRORATION OF THE SHARED COSTS IN THE  
OPERATION OF THE 271st JUDICIAL DISTRICT**

This Agreement, entered into by and between Jack County, Texas (herein called "Jack County") and Wise County, Texas (herein called "Wise County") shall be effective as of the date it is executed by the parties.

**RECITALS:**

**WHEREAS**, Jack County and Wise County have been, and are, good neighbors;

**WHEREAS**, Jack County and Wise County has, for many years, shared in the expenses of the operation of the 271st Judicial District, or its predecessors, (herein called "the Judicial District") to provide ample staff and equipment to assist in providing a safe place in which their law abiding citizens and their families may thrive;

**WHEREAS**, Jack County and Wise County have previously agreed on their method of the division of the common costs of operation of the Judicial District by payment of costs in the following proportion:

Jack County -- 1/3; and,  
Wise County -- 2/3;

**WHEREAS**, the population ratio and work load of the Judicial District has disproportionately changed over the years and continues to do so;

**WHEREAS**, the continuation of operating the Judicial District under that cost proration will work an inequitable division between the two counties;

**WHEREAS**, the division of the costs of operation is more equitable if divided on the basis of population than the present agreement;

**WHEREAS**, the text of the previous interlocal agreement should be more clearly set forth in one document in the respective minutes of the two counties;

**WHEREAS**, in an attitude of mutual cooperation Jack County and Wise County believe that a change in cost division arrangement and the reduction of to a written agreement would be of mutual benefit to both;

**NOW, THEREFORE**, the said parties hereby contract and agree as follows:

- 1) the term of this agreement shall be for a period three (3) years from and after the date the last party signs this agreement and shall commence on October 1, 2002;
- 2) the agreement shall continue thereafter until revoked by either party;
- 3) the agreement may be terminated for any reason by either party with thirty (30) days written notice to the other party;

multiplied by the total amount of the shared expenses to the Judicial District's budget for the coming year;

6) the initial ratio of payment under this agreement will be:

Jack County -- 17%; and,  
Wise County -- 83%;

7) the operating budget for the Judicial District for the year and its shared expenses shall be submitted to and approved by each of the respective Commissioners Courts prior to implementation; and,

8) the release of the United States Census Bureau final population figures for Jack and Wise Counties following each Decennial Census shall automatically reapportion the costs of operation, if necessary, in the following year's fiscal budgets of the respective counties.

**EXECUTION:**

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below. This contract was duly authorized by order adopted by the Commissioners Court of Jack and Wise Counties, Texas.

**JACK COUNTY**

By: *Michael A. Doucette* - Date: <sup>July</sup> ~~August~~ - 22, 2002.  
County Judge

**WISE COUNTY, TEXAS**

By: *L. B. McDonald* - Date: <sup>July</sup> ~~August~~ - 10, 2002.  
County Judge