



# County of Panola

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**County Judge**  
Lee Ann Jones

**County Commissioners**  
Ronnie LaGrone, Pct #1  
John Gradberg, Pct #2  
Craig Lawless, Pct #3  
Dale LaGrone, Pct #4

July 10, 2017

Honorable Allison Harbison  
Shelby County Judge  
200 San Augustine Street, Box 6  
Center, Texas 75935

Re: Interagency Agreement between Panola County and Shelby County –  
123<sup>rd</sup> Judicial District Adult Drug Court Project

Dear Judge Harbison:

The Panola County Commissioners' Court, in a Regular Session held on Monday, July 10, 2017, voted to cancel the above-referenced Agreement (see copy attached) effective August 31, 2017.

If you have any questions, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink that reads "Lee Ann Jones". The signature is written in a cursive style with a large, looping "J" at the end.

Lee Ann Jones  
County Judge

LAJ  
cc: Kerion Henderson  
Sidney Burns

# INTERAGENCY AGREEMENT

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COUNTY OF PANOLA  
STATE OF TEXAS

This Agreement is entered into by and between Panola County, hereinafter referred to as the "Applicant", and Shelby County, hereinafter referred to as the "Participating Agency", pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contract. The parties are located in the State Texas.

## NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### I. PURPOSE

- 1.01 The Applicant wishes to file for continuation of funds with the Criminal Justice Division of the Office of the Governor, State of Texas, for the 123<sup>RD</sup> Judicial District Adult Drug Court Project, herein after referred to as the "Project".
- 1.02 The parties wish to contribute necessary cash flow operating funds until reimbursement is received from state. This funding will be at the discretion of Applicant and Participating Agency.
- 1.03 The parties believe it to be in their best interests to participate in the Project.

### II. TERM

- 2.01 The term of this agreement is to commence on September 1, 2005 and to end August 31, 2006. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, however, either party may cancel at anytime with 30 days written notice.

### III. CONSIDERATION

- 3.01 As consideration for this agreement, the Applicant agrees to provide continuous necessary cash flow for operating funds as determined by Applicant, until reimbursement is received from the state. The Participating Agency agrees to provide continuous necessary cash flow for operating expenses, as determined by Participating Agency, until reimbursement is received from the state.

Funds can be provided by the Applicant or Participating Agency the month prior to the beginning of the Grant, or any month during the Grant, as determined by the Applicant or Participating Agency.

The Participating Agency agrees to continue to pay employees on their payroll who receive supplemental amounts for Drug Court activity. When grant funds are received, Participating Agency will be reimbursed for the supplemental amount.

### IV. ALLOCATION OF FUNDS

- 4.01 The specific allocation of the funds by the Applicant will be in accordance with the adopted Grant budget for each year, which is adopted by reference and made a part hereof for all purposes.

The specific allocation of the funds by the Participating Agency will be in accordance with the adopted Grant budget each year, which is adopted by reference and made a part hereof for all purposes.

Funds paid to employees by Participating Agency will be reimbursed by Grant funds when Grant funds are received.

**V. OWNERSHIP OF EQUIPMENT**

5.01 Upon termination of this agreement, ownership of equipment, hardware, and other non-expendable items will revert to the Applicant for which it was acquired, subject to the approval of the Criminal Justice Division, Office of the Governor, State of Texas

**VI. COMPLIANCE WITH LAWS**

6.01 The parties agree to comply with all pertinent federal, state, and local laws or regulations.

**VII. GOVERNING LAW**

7.01 This agreement is governed by the laws of the State of Texas.

**VIII. AMENDMENTS**

8.01 The agreement may be amended only by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

**IX. LEGAL CONSTRUCTION**

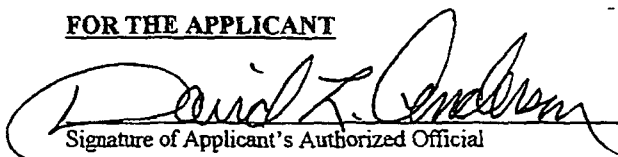
9.01 In case any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such an invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**X. ENTIRE AGREEMENT**

10.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

The undersigned parties bind themselves to the faithful performance of this agreement and acknowledge that duplicate originals of the agreement are being executed.

**FOR THE APPLICANT**

  
Signature of Applicant's Authorized Official

David Anderson, County Judge  
Printed Name of Applicant's Authorized Official

August 8, 2005  
Date

**FOR THE PARTICIPATING AGENCY**

  
Signature of Participating Agency Authorized Official

Flovd "Doc" Watson, County Judge  
Printed Name of Participating Agency's Authorized Official

August 8, 2005  
Date