

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: March 4, 2024
Meeting Date: March 11, 2024
Submitted By: Bill Moore
Department: County Attorney
Signature of Elected Official/Department Head:
Bill Moore

Court Decision:
This section to be completed by County Judge's Office



March 11, 2024

Description:

Cosnideration and approval of Interlocal Cooperation Agreement for Court Reporter of Child Protection Court for Salary and Expenses Between Johnson County and Somervell County.

(May attach additional sheets if necessary)

Person to Present: Bill Moore

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 1 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) Judge David Barkley

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

FILED FOR RECORD
A.M. 12:40 P.M.



FEB 12 2024

Michelle Byrns
COUNTY CLERK
SOMERVELL COUNTY, TEXAS
BY *me* DEPUTY

INTERLOCAL COOPERATION AGREEMENT FOR COURT REPORTER OF CHILD PROTECTION COURT FOR SALARY AND EXPENSES

This Interlocal Cooperation Agreement for Court Reporter of Child Protection Court for Salary and Expenses (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "Johnson") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the Johnson, and Somervell County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas, individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, the 8th Administrative Judicial District has a Children Protection Court that sits in the counties of Eastland, Erath, Hood, Johnson, Palo Pinto, and Somervell; and

WHEREAS, a professional court reporter for the Child Protection Court has been employed by Johnson County, Texas to provide services for the Child Protection Court in each of the six counties where the Child Protection Court is hearing cases; and

WHEREAS, the counties of Eastland, Erath, Hood, Palo Pinto, and Somervell each agree to reimburse Johnson for the salary and mileage expenses of the Court Reporter of the Child Protection Court for the days the Court Reporter is in the Child Protection Court in their respective county; and

WHEREAS, Johnson and County mutually desire to enter into an agreement for County to reimburse Johnson for the salary and mileage expenses of the Court Reporter of the Child Protection Court.

NOW THEREFORE, for the mutual consideration herein stated, Johnson and County agree as follows:

**I.
TERM**

This Agreement shall become effective upon the date of execution by the last party signing the Agreement and shall continue in full force until September 30, 2024. This Agreement shall automatically renew for a one-year period beginning on October 1, 2024 and shall renew on October 1 of each succeeding year thereafter unless terminated by Johnson or County.

**II.
TERMINATION**

Johnson or County may terminate this Agreement by giving written notice sixty (60) days prior to date of termination. County will be responsible for payment of any salary or expenses up to the date of termination.

**III.
STATUS OF COURT REPORTER**

The parties agree and understand that the Court Reporter of the Child Protection Court (hereinafter "Court Reporter") is the Official Court Reporter of the Child Protection Court, is an employee of Johnson, and works under the direction and supervision of the Judge of the Child Protection Court, Judge David Barkley. Johnson is responsible for the salary, health insurance, retirement, training expenses and any other employee related benefits associated with being an employee of Johnson.

**IV.
RESPONSIBILITIES OF JOHNSON**

1. The Court Reporter will attend the Child Protection Court hearings in County and perform the duties of a court reporter of the Child Protection Court pursuant to Chapter 52 of the Texas Government Code.
2. The Court Reporter will keep track of the mileage driven to and from County when the Court Reporter attends the Child Protection Court in County.
3. At the first of each month, the Court Reporter will provide Judge David Barkley with the number of days worked in County for the previous month and the number of miles driven to and from County for the previous month.
4. Judge David Barkley will forward the information provided by the Court Reporter to the Johnson County Auditor who will invoice County for the previous month with said invoice detailing the number of days worked and the mileage driven and the specific amount of salary and mileage reimburse due to County.
5. The Johnson County Auditor will forward an invoice to County before the tenth (10th) day of each month for the previous month.
6. Johnson will submit invoices to County by mail, facsimile transmission, or personal hand-delivery as follows:

Somervell County
Name of County

Po Box 851
Street Address or P. O. Box

Glan Rose Tx 76043
City, State and Zip Code

COJUDGR@CO.SOMARVLL.TX.US
Email Address

Fax Number

V.
SALARY AND MILEAGE REIMBURSEMENT

Johnson and County understand and agree that the current yearly salary for the Court Reporter is \$115,436.00 which is \$443.98 per day and mileage reimbursement is calculated at \$0.67 per mile per IRS regulations. The reimbursement to Johnson will be based upon the above salary amount of \$443.98 per day and the mileage rate of \$0.67 per mile. Johnson and County further understand and agree that the salary for the Court Reporter may increase beginning October 1 of each year due to changes in Johnson's budget. In the event the Court Reporter's salary is due to be increased beginning October 1, Johnson will notify County prior to October 1 of said changes and request that County approve said changes with an amendment to this Agreement that will amend said salary reimbursement amount with all of the remaining terms and conditions of this Agreement unchanged. Johnson and County further understand and agree that the mileage reimbursement may change beginning January 1 of each year due to the IRS regulations and that Johnson will invoice County at the current IRS mileage rate without this Agreement being amended and County agrees to pay said mileage reimbursement per the current IRS mileage rate.

In the event the Court Reporter performs his or her duties in more than one county on the same day, Johnson and County understand and agree that each county will pay their pro-rata share of the salary and mileage reimbursement expenses for that day.

VI.
PAYMENT FOR SERVICES

1. County shall make payment to Johnson within thirty (30) days after receipt of the invoice. Payment shall be made to Johnson County, Texas, and shall be remitted to:

Hon. Kathy Blackwell (or her successor to office)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street

Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the County under this Agreement.

**VII.
TRANSCRIPTS**

Johnson and County understand and agree that transcripts prepared for appeals by the Court Reporter will be an expense of the county where the trial occurred and said county will be invoiced and pay for the expenses of preparing the transcript.

**VIII.
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties hereto superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the Parties.

**IX.
VENUE**

The Parties to this Agreement agree and understand that this Agreement will be enforceable in Johnson County, Texas, and that if legal action is necessary to enforce this Agreement exclusive venue will lie in Johnson County, Texas.

**X.
SEVERABILITY**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XI.
APPLICABLE LAW**

This Agreement is entered into subject to the laws of the State of Texas.

**XII.
DISPUTES**

Disputes in any billing must be put in writing within ten (10) days of the receipt of the

invoice with any non-disputed portions of the bill being paid as aforesaid. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiation between the Parties. If the matter is not resolved by friendly negotiation, the Parties will resolve the dispute using Alternative Dispute Resolution (ADR).

**XIII.
IMMUNITY**

It is expressly understood and agreed that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**XIV.
AUTHORITY**

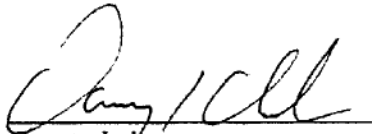
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**XV.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.


IN WITNESS WHEREOF, the Parties enter into this Agreement.

COUNTY:


County Judge

2-12-24
Date

Attest:


County Clerk

2/12/24
Date

Interlocal Cooperation Agreement for Payment of Court Reporter of Child Protection Court for Salary and Expenses



JOHNSON:

Ch Boeder
Christopher Boedeker, County Judge

3/11/2024
Date

Attest:

April Long
April Long, County Clerk



3/11/2024
Date