

AGENDA PLACEMENT FORM

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

Date: _____

Meeting Date: 10/14/2025

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

<p>Court Decision: This section to be completed by County Judge's Office</p>


Description:

Consider and Approve Interlocal Agreement Between Johnson County and Somervell County for Expenses of the 18th Judicial District Attorney; with Authorization for County Judge to Sign-County Attorney's Office

(May attach additional sheets if necessary)

Person to Present: _____

(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: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

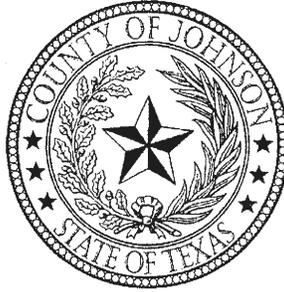
Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

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



SEP 26 2025

Nichelle Reynolds
COUNTY CLERK
SOMERVELL COUNTY, TEXAS
BY ME DEPUTY

INTERLOCAL AGREEMENT BETWEEN JOHNSON COUNTY AND SOMERVELL COUNTY FOR EXPENSES OF THE 18TH JUDICIAL DISTRICT ATTORNEY

Pursuant to Chapter 791 of the Texas Government Code, this Interlocal Agreement Between Johnson County and Somervell County for Expenses of the 18th Judicial District Attorney (the “Agreement”) is entered into between Johnson County, Texas and Somervell County, Texas, each being a political subdivision of the State of Texas, individually referred to as a “Party” and collectively referred to as “Parties”.

WHEREAS, the elected District Attorney for the 18th Judicial District serves Johnson County in the 18th, 249th, and 413th District Courts and Somervell County in the 18th and 249th District Courts for the prosecution of felony criminal offenses committed in their respective county; and

WHEREAS, the elected District Attorney employs assistant district attorneys, an office administrator, legal secretaries, and investigators to perform the statutory duties of the District Attorney’s Office; and

WHEREAS, Johnson County provides office space, and funds to employ staff, to purchase vehicles, office supplies, office equipment, and all necessary expenses associated with the District Attorney’s Office located in Johnson County; and

WHEREAS, Somervell County has contributed funds in the amount of \$100,000.00 to Johnson County for expenses of the District Attorney’s Office without a formal agreement; and

WHEREAS, Johnson County and Somervell County desire to enter into a formal written agreement whereby Somervell County will contribute funds to pay for a portion of the expenses necessary to operate the District Attorney’s Office.

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

**I.
PAYMENT**

Somervell County will pay to Johnson County a total amount of \$110,000.00 for the 2025-2026 budget year to be used for personnel and other expenses of the District Attorney's Office with said \$110,000.00 to be paid in quarterly payments of \$27,500.00 beginning October 1, 2025 and a like payment of \$27,500.00 on January 1, 2026, April 1, 2026, and July 1, 2026. Said payments shall be made from current revenues available to Somervell County.

**II.
TERM**

This Agreement shall become effective October 1, 2025 and shall continue in full force until September 30, 2026. This Agreement shall automatically renew for a one-year period beginning on October 1, 2026 and shall renew on October 1 of each succeeding year thereafter unless terminated by Johnson or Somervell County. Payments shall continue to be paid October 1, January 1, April 1, and July 1 of each succeeding term of this Agreement

**III.
TERMINATION**

Johnson County or Somervell County may terminate this Agreement by giving written notice sixty (60) days prior to date of termination.

**IV.
PAYMENT FOR SERVICES**

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

**V.
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.

**VI.
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.

**VII.
APPLICABLE LAW**

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

**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 cannot be modified without written agreement of the Parties. The Parties understand that the annual amount Somervell County pays to Johnson County may be re-evaluated for subsequent budget years due to inflation, increases in personnel costs and other expenses of the District Attorney's Office, and this Agreement may be amended to change the amount of payment if the Parties agree.

**IX.
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.

**X.
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.

IN WITNESS WHEREOF, the Parties enter into this Agreement.

JOHNSON COUNTY:

Chris Boeder
Christopher Boedeker,
County Judge

Date: 10-14-25



ATTEST: *April Long*
April Long, County Clerk

Date: 10-14-25

SOMERVELL COUNTY

Danny L. Chambers
Danny L. Chambers
County Judge

Date: 9-26-25

ATTEST: *Michelle Reynolds*
Michelle Reynolds, County Clerk

Date: 9/26/25

