AGENDA ITEM
CA49

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: _____

Meeting Date: 8.24.2026

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

_____

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

Johnson County
APPROVED
Commissioners Court

8.24.2026

Description:

Consider and Approve Interlocal Agreement between Johnson County and Somervell County for Salaries of the 18th and 249th Judicial District Court Reporters; with Authorization for County Judge to Sign-County Judge'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 ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

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

Approved in CC on 9/11/2023



INTERLOCAL AGREEMENT BETWEEN JOHNSON COUNTY AND SOMERVELL COUNTY FOR SALARIES OF THE 18TH AND 249TH JUDICIAL DISTRICT COURT REPORTERS

Pursuant to Chapter 791 of the Texas Government Code, this Interlocal Agreement Between Johnson County and Somervell County for Salaries of the 18th and 249th Judicial District Court Reporters (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 Court Reporters for the 18th and 249th Judicial District Courts serve Johnson County and Somervell County for the criminal and civil cases filed in their respective county; and

WHEREAS, the salary of a court reporter is paid from county funds as set by the District Judges of the county; and

WHEREAS, Johnson County and Somervell County each pay a portion of the salary for the 18th Judicial District Court Reporter and the 249th Judicial District Court Reporter; and

WHEREAS, Johnson County and Somervell County have decided that for accounting purposes it would be beneficial for Johnson County to pay the Court Reporter's county salary through Johnson County's payroll process; and

WHEREAS, Somervell County is willing to pay Johnson County a lump sum at the beginning of the county's fiscal year for Somervell County's portion of the Court reporter's salary; and

WHEREAS, Johnson County and Somervell County desire to enter into a formal written agreement whereby Somervell County will pay its yearly county salary amount in a lump sum to Johnson County at the beginning of the fiscal year for Johnson County to distribute to the court reporters throughout the county's budget year.

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

I.
PAYMENT

Somervell County will pay Johnson County by October 15, 2026, a total amount of ~~$16,690 (Sixteen Thousand Six Hundred Ninety Dollars)~~ $16,463 for the 2026-2027 budget year to be used for the county salary (plus fringe benefits) for the 18th and 249th Judicial District Court Reporters. Said lump sum amount will be divided equally with one-half being for the 18th Judicial District Court Reporter and one-half being for the 249th Judicial District Court Reporter to be disbursed through Johnson County's payroll process. Through its payroll process, Johnson County will pay a county salary amount of ~~$258,640~~ $255,650 (plus fringe benefits) to the 18th and 249th Judicial District Court Reporters so that each court reporter receives a total amount of ~~$129,320~~ $127,825 as a salary.

The payment amounts to be paid to the court reporters are based upon the 2020 census population of 179,927 for Johnson County and 9,205 for Somervell County which is a total population of 189,132. Based upon the total population, Somervell County's population percentage is 4.8669% and Johnson County's population percentage is 95.1331%. Therefore, Somervell County will pay 4.8669% of the court reporter's county salary and fringe benefits and Johnson County will pay 95.1331% of the court reporter's county salary and fringe benefits (4.8669 + 95.1331 = 100.0000).

II.
TERM

This Agreement shall become effective October 1, 2026, and shall continue in full force until September 30, 2027. This Agreement shall automatically renew for a one-year period beginning on October 1, 2027, and shall renew on October 1 of each succeeding year thereafter unless terminated by Johnson or Somervell County. Payment by Somervell County to Johnson County will be by October 15th of each succeeding year this Agreement is in effect.

The payment amount to be paid to the 18th and 249th Judicial District Court Reporters may be changed by a written amendment to this Agreement in the event of a salary increase allocated in a county's budget without affecting any of the other terms and conditions herein. The population percentages will remain the same until the next census.

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 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:

Date: 8-24-26

Christopher Boedeker,
County Judge

ATTEST: April Long, County Clerk

Date: 8-24-26

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

SOMERVELL COUNTY

Date: 8-13-26

Danny L. Chambers
County Judge

ATTEST: Michelle Reynolds, County Clerk

Date: 8/13/26

COMMISSIONERS COURT SOMERVELL COUNTY TEXAS