

STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON   §

**PRECINCT 4**  
**INTERLOCAL AGREEMENT FOR TIGER MOWING**

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the **20th** day of **June, 2013**, by Johnson County, Texas, through its Commissioner's Court and **City of Joshua** for the purpose of providing **tiger mowing on Forest Lane (from FM 917 northwest to Burleson City Limit) 1.2 miles, both sides and Trailwood Drive (from FM 917 to Burleson City Limit) 8/10<sup>th</sup> mile, both sides** in Johnson County, Texas and within the corporate limits of **Joshua, Texas**

Therefore the parties agree as follows:

1. Johnson County **Pct. 4** will provide **Tiger mower & Operator**
2. Total charges for this Agreement are detailed on Attachment A-"Schedule of Standard Charges for Interlocal Agreements."
3. Payment of total charges for this Agreement is due and payable within Thirty (30) days of receipt of an invoice for said amount from the Auditor's Office of Johnson County, Texas.

Payment is to be made to:


**Johnson County Treasurer  
1 North Main Street  
Cleburne, TX 76031**

4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. All work will be done in a workmanlike manner as measured by Johnson County's usual practice in said work to be performed. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.
7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. **The City of Joshua** agrees to indemnify and hold

harmless Johnson County, its agents, and employees, from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the work to be performed.

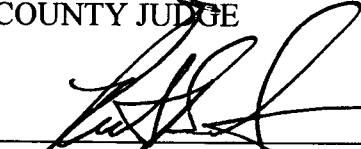
8. This Agreement represents the entire and integrated agreement between Johnson County and **the City of Joshua** and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by both Johnson County and **the City of Joshua**.
9. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.
10. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
11. This Agreement may be terminated at anytime, by either party giving thirty (30) days advanced notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this Agreement.
12. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 12<sup>th</sup> day August, 2013.

  
\_\_\_\_\_  
COUNTY JUDGE

  
\_\_\_\_\_  
AUTHORIZED OFFICIAL

**(City of Joshua)**

  
\_\_\_\_\_  
COMMISSIONER PRECINCT 1

  
\_\_\_\_\_  
COMMISSIONER PRECINCT 2

  
\_\_\_\_\_  
COMMISSIONER PRECINCT 3

  
\_\_\_\_\_  
COMMISSIONER PRECINCT 4

Attest:

Becky Williams  
COUNTY CLERK



ATTACHMENT A  
Schedule of Standard Charges for Interlocal Agreements  
Johnson County, Texas

RE: Tiger mowing

1.	Materials	
	Item	Bid Cost per (ton, gallon, etc.)
	<u>Brushcutter w/Operator</u>	@ <u>\$59.50</u> per hr. for <u>32</u> hrs. = <u>\$1904.00</u>
	<u>TOTAL</u>	<u>\$1904.00</u>

JOHNSON COUNTY COMMISSIONERS COURT



OFFICIAL AGENDA  
ROGER HARMON  
County Judge

RICK BAILEY  
Commissioner Pct. #1

KENNY HOWELL  
Commissioner Pct. #2

Alison Hitchcock  
Assistant to Commissioner's Court

JERRY D. STRINGER  
Commissioner Pct. #3

DON BEESON  
Commissioner Pct. #4

COMMISSIONERS COURT APPROVAL  
FOR INTERLOCAL AGREEMENT PROJECT  
PRECINCT 4

WHEREAS, the Commissioners Court of Johnson County, Texas has considered and approved an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code regarding the following project to construct, improve, or repair a building, or road or other facility.

The project to be undertaken is:

Tiger mowing

The location of the project is in:

Joshua, Texas

THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code.

Executed on the 12<sup>th</sup> day of August, 2013.

COUNTY JUDGE

COMMISSIONER PRECINCT 3

COMMISSIONER PRECINCT 1

COMMISSIONER PRECINCT 4

COMMISSIONER PRECINCT 2

Attest:  
  
COUNTY CLERK

