

Inter-local Agreement – Johnson County

STATE OF TEXAS §

COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT BETWEEN CITY OF BURLESON AND JOHNSON COUNTY

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 20th day June, 2016, by Johnson County, Texas (the "County"), acting through its Commissioner's Court, and the City of Burleson, Texas, (the "City") acting through its City Council, for the purpose of a Quiet Zone ("QZ") to be located on County Road 714.

WHEREAS, City desires to obtain Federal Railroad Administration ("FRA") approval of QZ, and

WHEREAS, the location of the proposed QZ lies approximately 25 feet outside of the City Limits of the City; and

WHEREAS, City and County agree construction of a Quiet Zone at this location would significantly improve the quality of life for citizens of both City and County.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Johnson County grants to the City the right to apply to the FRA for a QZ to be constructed at the crossing of the Union Pacific Railroad with County Road 714, said location being at latitude 32.5107722 and longitude -97.3172284 (see "Exhibit A").
2. A preliminary design of the QZ is provided for illustrative purposes as Exhibit B. City shall submit the completed application to Precinct 2 Commissioner Kenny Howell for his review and approval prior to City's submittal to the FRA.
3. County grants the City the right to act on County's behalf concerning local governmental actions required in order to obtain FRA approval of the QZ application and to carry out City's duties outlined in paragraph 4 below.
4. City is solely responsible for any and all duties and costs required for or related to the QZ including, but not limited to, the following:
 - a. Preparation and submittal of the QZ application to the FRA.
 - b. Engineering design and construction documents
 - c. Project bidding
 - d. Contractor selection

- e. Construction
 - f. Inspection
 - g. Maintenance once constructed
5. City agrees to design, construct, and maintain the QZ in accordance with City's design standards, State & Federal Law & Regulations, inclusive of the rules and requirements of the FRA.
 6. Nothing herein shall alter or change the legal responsibility under existing law for either party, nor will this Agreement cause County to incur additional liability other than liability it would have under the law without this Agreement. City agrees to indemnify and hold harmless County, its agents and employees, from all suits, claims, damages, losses and expenses, including reasonable attorney fees, arising from this Agreement, to the extent permitted by law.
 7. This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by County and City
 8. 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.
 9. 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.
 10. This Agreement shall not terminate unless:
 - a. The parties, by mutual written agreement, agree to its termination; OR
 - b. The FRA denies the City's application for the QZ. The date of said denial by the FRA shall also be the date on which this Agreement terminates. City shall advise County, in writing, should such denial occur.
 11. The undersigned officer and/or agents of the County and City are the properly authorized officials having authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that the necessary actions extending said authority have been duly passed by the respective governing bodies and are now in full force and effect.

Executed in multiple originals on the 20th day of June, 2016.

Dale Cheatham
Dale Cheatham
City Manager
City of Burleson

Amanda McCrory
Amanda McCrory
City Secretary
City of Burleson



Roger Harmon
Roger Harmon
COUNTY JUDGE
6/13/16

Rick Bailey
Rick Bailey
COMMISSIONER PRECINCT 1

Kenny Howell
Kenny Howell
COMMISSIONER PRECINCT 2

Jerry Stringer
Jerry Stringer
COMMISSIONER PRECINCT 3

Larry Woolley
Larry Woolley
COMMISSIONER PRECINCT 4

Becky Ivey
Becky Ivey
COUNTY CLERK

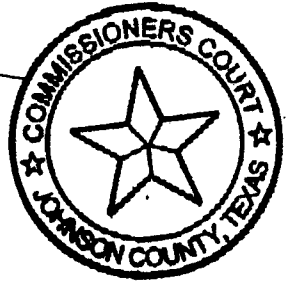


EXHIBIT A
Location of Quiet Zone



- Legend**
- City Limit
 - Quiet Zone Location

