

STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON   §

**INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR**

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon’s Texas Code Annotated, on the 8 day of August, 2016, by Johnson County, Texas, through its Commissioners Court and the Town of Cross Timber, Texas (hereinafter referred to as “City”) for the purpose of road construction and repair in Johnson County, Texas and within the corporate limits of City.

Therefore the parties agree as follows:

1. Total charges for this Agreement are detailed on Attachment A-“Schedule of Standard Charges for Interlocal Agreements.”
2. Johnson County will construct or repair roads identified in Attachment B.
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 Treasurer’s Office of Johnson County, Texas.

Payment is to be made to:  
Johnson County Treasurer’s Office  
2 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. To the extent permitted by law, City 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.

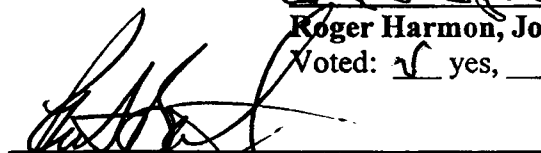
8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by Johnson County and City.
9. The validity 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 8<sup>th</sup> day August, 2016.



**Roger Harmon, Johnson County Judge**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



**Rick Bailey, Comm. Pct. #1**

Voted: \_\_\_ yes, \_\_\_ no, \_\_\_ abstained



**Kenny Howell, Comm. Pct. #2**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



**Jerry D. Stringer, Comm. Pct. #3**

Voted:  yes, \_\_\_ no, \_\_\_ abstained



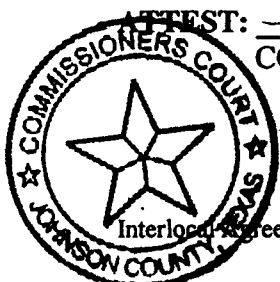
**Larry Woolley, Comm. Pct. #4**

Voted:  yes, \_\_\_ no, \_\_\_ abstained

WITNESSES:

  
COUNTY CLERK

  
AUTHORIZED OFFICIAL OF CITY



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

RE: Describe work to be performed

1. Materials Item	Bid Cost per (ton, gallon, etc.)
<u>CRS-2</u>	@ <u>\$2.43</u> per gal. for <u>10</u> gals. = <u>\$24.30</u>
<u>Chip Rock</u>	@ <u>\$8.50</u> per ton for <u>1.64</u> tons = <u>\$14.00</u>
<u>3x5 Oversize Rock</u>	@ <u>\$6.25</u> per ton for <u>12</u> tons = <u>\$75.00</u>
<u>Durapatcher &amp; Operator</u>	@ <u>\$95.00</u> per hr. for <u>1.5</u> hrs = <u>\$142.50</u>
<u>Bobtail &amp; Operator</u>	@ <u>\$57.00</u> per hr. for <u>2</u> hrs. = <u>\$114.00</u>
<u>Backhoe &amp; Operator</u>	@ <u>\$66.00</u> per hr. for <u>2</u> hrs. = <u>\$132.00</u>

Total Cost \$501.80

**ATTACHMENT B**

**Repair edge of road from washout on Cross Timber Rd. (3) Tenths of a mile from East of FM 731 on Cross Timber Rd.**