

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT
FOR JOHNSON COUNTY
TO FURNISH ROAD REPAIR MATERIAL
TO THE CITY OF CLEBURNE

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 21st day of December, 2016, by Johnson County, Texas, through its Commissioners Court and City of Cleburne for the purpose of providing CRS-2 Emulsion to the City of Cleburne in Johnson County.

Therefore the parties agree as follows:

1. Johnson County Precincts 1 and 4 may provide CRS-2 Emulsion on an "as needed basis" by the City of Cleburne and on an "as available basis" by Johnson County to be picked up by the City of Cleburne at either the Precinct #1 facility or the Precinct #4 facility.
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 Treasurer's Office of Johnson County, Texas. The City of Cleburne will be invoiced after taking possession of the CRS-2 Emulsion.


Payment is to be made to:


Johnson County Treasurer
2 North Main Street, Room 312
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.

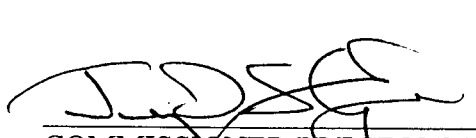
7. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause Johnson County to incur additional liability other than liability it would have under the law without this Agreement. City of Cleburne, to the extent allowed by law, agrees to 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 of Cleburne 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 City of Cleburne.
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 will terminate on September 30, 2017, but 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 27th day December, 2016.



COUNTY JUDGE


COMMISSIONER PRECINCT 1
RICK BAILEY


COMMISSIONER PRECINCT 2
KENNY HOWELL


COMMISSIONER PRECINCT 3
JERRY STRINGER


COMMISSIONER PRECINCT 4
LARRY WOOLLEY

Attest:

COUNTY CLERK
BECK IVEY




AUTHORIZED OFFICIAL
CITY OF CLEBURNE

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

RE: Describe work to be performed or material to be purchased

1. Materials	
Item	Bid Cost per (ton, gallon, etc.)
<u>CRS-2 Emulsion</u>	@ \$ <u>1.94</u> per gallon*

***Note:** In entering this Interlocal Agreement, Johnson County and the City of Cleburne agree and understand that the City of Cleburne will take possession of the CRS-2 in varying amounts throughout the year rather than at one time and that the price per gallon for the CRS-2 may increase from the bid cost per gallon listed above after execution of this Interlocal Agreement; and therefore, Johnson County and the City of Cleburne further agree and understand that in the event the bid cost per gallon stated above does increase and Johnson County pays a price per gallon in excess of the bid cost listed above, that Johnson County will invoice the City of Cleburne at the bid cost per gallon most recently paid by Johnson County for the CRS-2 prior to possession by the City of Cleburne without the necessity of amending this Interlocal Agreement.