

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, by Johnson County, Texas, through its Commissioners Court and the City of Alvarado (hereinafter referred to as “City”) for the purpose of road construction and repair in Johnson County, Texas and outside 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. City will construct or repair roads identified in Attachment B.
3. All work will be done in a workmanlike manner as measured by City’s usual practice in said work to be performed. City shall be in charge of all control, procedures, means, coordination, and final inspection of this Agreement in regards to said work to be performed.
4. Nothing herein shall alter or change the legal responsibility under existing law for a party, nor will this Agreement cause City or Johnson County to incur additional liability other than liability it would have under the law without this Agreement. Neither City nor Johnson County waives any immunity or defense that would otherwise be available to it against claims by third parties.
5. 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.
6. 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.
7. 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.
8. This Agreement may be terminated at anytime, by either party giving thirty (30) days advanced notice to the other party.

9. 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 23 day April, 2018.

JOHNSON COUNTY

Roger Harmon, Johnson County Judge
Voted: ___ yes, ___ no, ___ abstained

[Signature]
Rick Bailey, Comm. Pct. #1
Voted: yes, ___ no, ___ abstained

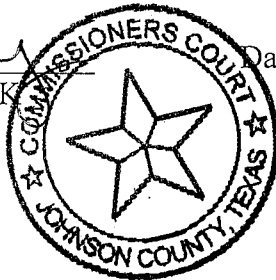
[Signature]
Kenny Howell, Comm. Pct. #2
Voted: yes, ___ no, ___ abstained

[Signature]
Jerry D. Stringer, Comm. Pct. #3
Voted: ___ yes, ___ no, ___ abstained

[Signature]
Larry Woolley, Comm. Pct. #4
Voted: ___ yes, ___ no, ___ abstained

Attest:

[Signature] Date: April 23, 2018
BECKY IVEY, COUNTY CLERK



CITY OF ALVARADO

[Signature]
AUTHORIZED OFFICIAL OF CITY

Date: 4-6-2018

Attest:

[Signature]
CITY SECRETARY

Date: 4-6-2018

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

Due to the City's scope of work on the project for the Boat Ramp and Restroom Facilities and the need to construct, repair and re-surface the portion of Park Lane adjacent to the Boat Ramp and outside the corporate limits of the City to properly complete the project, the City will not charge Johnson County for improvements to Park Lane.

ATTACHMENT B

The City will construct, repair and re-surface the road known as Park Lane and adjacent parking area inside the corporate limits of the City and said construction, repair and re-surfacing of Park Lane will continue outside the corporate limits of the City for a distance of approximately 460 linear feet.

JOHNSON COUNTY COMMISSIONERS COURT



OFFICIAL AGENDA
ROGER HARMON
County Judge

RICK BAILEY
Commissioner Pct. #1

JERRY D. STRINGER
Commissioner Pct.#3

KENNY HOWELL
Commissioner Pct. #2

Carla Hester
Assistant to Commissioner's Court

LARRY WOOLLEY
Commissioner Pct.#4

COMMISSIONERS COURT APPROVAL
FOR INTERLOCAL AGREEMENT PROJECT

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: Road Construction and Repair

The location of the project is: - Park Lane, Alvarado Texas

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

Roger Harmon, Johnson County Judge

Voted: ___ yes, ___ no, ___ abstained

[Signature]
Rick Bailey, Comm. Pct. #1

Voted: [checked] yes, ___ no, ___ abstained

[Signature]
Kenny Howell, Comm. Pct. #2

Voted: [checked] yes, ___ no, ___ abstained

[Signature]
Jerry D. Stringer, Comm. Pct. #3

Voted: ___ yes, ___ no, ___ abstained

[Signature]
Larry Woolley, Comm. Pct. #4

Voted: [checked] yes, ___ no, ___ abstained

ATTEST: [Signature]
Becky Ivey, County Clerk

DATE April 23, 2018

