

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

PRECINCT 4

INTERLOCAL AGREEMENT FOR FURNISHING ROAD REPAIR MATERIAL

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the **25** day of **June, 2018**, by Johnson County, Texas, through its Commissioner's Court and **City of Grandview** for the purpose of providing **CRS-2 road repair material** in Johnson County, Texas and within the corporate limits of **Grandview, Texas**

Therefore the parties agree as follows:

1. Johnson County **Precinct 4** will provide **CRS-2**.
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.

Payment is to be made to:

**Johnson County Treasurer
2 North Main Street, Room 312
Cleburne, TX 76031**

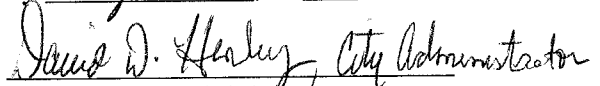
4. Any unpaid balance remaining after thirty (30) days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. All work will be done in a 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. **Grandview** 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

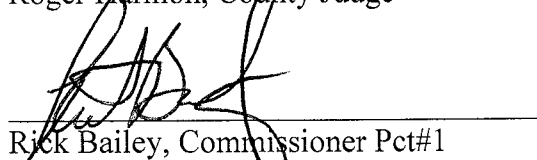
out of the County's performance or non-performance of the work to be performed.

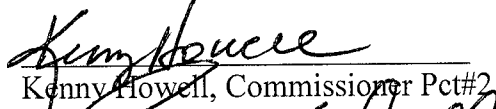
8. This Agreement represents the entire and integrated agreement between Johnson County and **Grandview** and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by both Johnson County and **Grandview**.
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 25 day June, 2018.


Roger Harmon, County Judge


David D. Healey, City Administrator
Authorized Official
(Grandview)

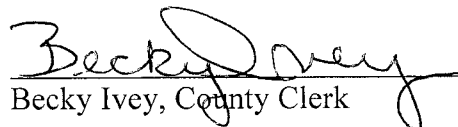

Rick Bailey, Commissioner Pct#1


Kenny Howell, Commissioner Pct#2


Jerry Stringer, Commissioner Pct#3


Larry Woolley, Commissioner Pct#4

Attest:


Becky Ivey, County Clerk



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>@\$ 1.5723</u> per gallon for a total of <u>2,500</u> gallons*
		Total Material Cost \$ <u>3,930.75</u> **

***Note:** In entering this Interlocal Agreement, Johnson County and the City of Grandview agree and understand that the City of Grandview 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 before the City of Grandview has taken possession of the total amount of 2,500 gallons; and therefore, Johnson County and the City of Grandview 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 Grandview at the bid cost per gallon most recently paid by Johnson County for the CRS-2 prior to possession by the City of Grandview without the necessity of amending this Interlocal Agreement. Johnson County will invoice the City of Grandview each time the City of Grandview takes possession of the CRS-2 with the invoice total being calculated by listing the amount of gallons received multiplied by the cost per gallon most recently paid by Johnson County for the CRS-2.

**** Note:** Total Material Cost may increase if the bid cost per gallon of the CRS-2 increases prior to the City of Grandview taking possession of the total amount of 2,500 gallons of the CRS-2.

JOHNSON COUNTY COMMISSIONERS COURT



OFFICIAL AGENDA
ROGER HARMON
County Judge

RICK BAILEY
Commissioner Pct. #1

KENNY HOWELL
Commissioner Pct. #2

Carla Hester
Assistant to Commissioner's Court

JERRY D. STRINGER
Commissioner Pct.#3

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: Furnish Road Repair Material (CRS-2) to the City of Grandview Texas.

The location of the project is: City of Grandview 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

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

ATTEST:

Becky Ivey, County Clerk

