

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT FOR ROAD REPAIRS

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, on the 27th day of July, 2020, by Johnson County, Texas, through its Commissioners Court and the City of Godley, 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 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 76033

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 27th day July, 2020.

Roger Harmon

Roger Harmon, Johnson County Judge

Voted: yes, no, abstained

Rick Bailey

Rick Bailey, Comm. Pct. #1

Voted: yes, no, abstained

Kenny Howell

Kenny Howell, Comm. Pct. #2

Voted: yes, no, abstained

Jerry D. Stringer

Jerry D. Stringer, Comm. Pct. #3

Voted: yes, no, abstained

Larry Woolley

Larry Woolley, Comm. Pct. #4

Voted: yes, no, abstained

ATTEST: *Becky Ivey*

Becky Ivey, County Clerk

Ray Wall

Authorized Official of City



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

		\$ AMOUNTS
SERVICES:	Basic Labor	<u>\$25.00</u> per hour
	Culverts (installation only)	<u>\$17.00</u> per foot
MATERIALS: (or actual cost to County if price has increased)	Concrete for Header Walls	_____ per yard
	* Cold Mix	<u>\$75.00</u> per gal.
	CRS-2 Emulsion	<u>\$2.00</u> per gal.
	Culverts (varied sizes)	_____ Each
	D-Rock	_____ per ton
	Flex Base	<u>\$5.25</u> per ton
	Grade #4 Rock	<u>\$18.00</u> per ton
	Hot Mix Asphalt	<u>\$58.00</u> per ton
	Pea Gravel	<u>\$13.00</u> per ton
	Prime- MC 30	<u>\$3.50</u> per gal.
	Signage & Hardware	_____ Each
HAULING:	Hauling	<u>\$2.00</u> per mile
EQUIPMENT:	Minimum charge – 2 hours	
	Backhoe w/operator	<u>\$66.00</u> per hour
	Bobtails w/operator	<u>\$57.00</u> per hour
	Broom w/operator	<u>\$66.00</u> per hour
	Brushcutter w/operator	<u>\$66.00</u> per hour
	Chip spreader w/operator	<u>\$95.00</u> per hour
	Compactor w/operator	<u>\$66.00</u> per hour
	Crack Sealer w/operator	<u>\$95.00</u> per hour
	Distributor w/operator	<u>\$95.00</u> per hour
	Durapatcher w/ 2 operators	<u>\$95.00</u> per hour
	Excavator w/operator	<u>\$66.00</u> per hour
	Gradall w/operator	<u>\$95.00</u> per hour
	Loader w/operator	<u>\$73.00</u> per hour
	Motorgrader (Blade)w/operator	<u>\$95.00</u> per hour
	Pickups w/operator	<u>\$37.00</u> per hour
	Reclaimer w/operator	<u>\$145.00</u> per hour
Roller w/operator	<u>\$66.00</u> per hour	
Track machine w/operator	<u>\$116.00</u> per hour	
Truck w/operator	<u>\$66.00</u> per hour	
Water truck w/ perator	<u>\$66.00</u> per hour	
Wood Chipper w/operator	<u>\$95.00</u> per hour	

PLEASE MAKE CHECKS PAYABLE TO: JOHNSON COUNTY TREASURER

**PLEASE MAIL TO: JOHNSON COUNTY TREASURER
 2 NORTH MAIN STREET
 CLEBURNE, TEXAS 76033**

ATTACHMENT B

County will perform routine maintenance on the streets that lie within the Godley City Limits as mutually agreed to by City and Precinct #1 Commissioner's Office. City agrees to submit in writing a request for work to be performed to the Precinct #1 Commissioner's Office and Precinct #1 Commissioner's Office will respond in writing to the request by City. Upon completion of the work performed, Precinct #1 Commissioner's Office will invoice City for the work performed at the rates set forth on Attachment A of this Agreement and City will pay said invoice as set forth in Paragraph 3 on Page 1 above. City and County agree and understand that the Schedule of Standard Charges for Interlocal Agreements in Johnson County may change at some future date due to the increase costs of materials and/or labor. In the event that County makes any changes to the Schedule of Standard Charges for Interlocal Agreements in Johnson County, Precinct #1 Commissioner's Office will notify City in writing so that County and City may modify this Agreement prior to any work being performed by County.