Approved

REQUEST FOR AGENDA PLACEMENT FORM Submission Deadline – Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Kenny Howell	TODAY'S DATE: 06/01/2021			
DEPARTMENT: SIGNATURE OF DEPARTMENT HEAD: REQUESTED AGENDA DATE:	X Commissioner PCT 2 X June 14, 2021			
SPECIFIC AGENDA WORDING:				
Consideration to approve an Interlocal Precinct 2	agreement with the City of Joshua for Brush-Cutting-			
PERSON(S) TO PRESENT ITEM: Kenny Howell Commissioner PCT 2				
SUPPORT MATERIAL: (Must enclose supp	orting documentation)			
TIME: 5 Min. (Anticipated # of minutes needed to discuss item)	ACTION ITEM: X WORKSHOP: CONSENT: EXECUTIVE:			
COUNTY ATTORNEY: X ISS DEPARTMENT: AUDITOR: PURCHASING DEPT: PERSONNEL: PUBLIC WORKS: BUDGET COORDINATOR OTHER:				
*********This Section to be Completed by County Judge's Office********				
ASSIGNED AGENDA DATE: REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:				

STATE OF TEXAS

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COUNTY OF JOHNSON

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INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon' Texas Code
Annotated, on the day of, 2021, by Johnson County, Texas, through its Commissioners Cour
and the City of Joshua, 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 any time, 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 day of	f <u>June</u> , 2021.
Roger Harmon, John Voted: yes,	ison County Judge no. abstained
Rick Bailey, Comm. Pct. #1	Kenny Howell, Comm. Pct. #2
Voted:yes,no, abstained	Voted: yes, no, abstained
Make White Comm. Pct. #3	Larry Woolley, Comm. Pct. #4
Voted: _/_ yes, no, abstained	Voted:yes, no, abstained
ATTEST: Becky Ivey, County Clerk	Authorized Official of City

ORIGINAL

JOHNSON COUNTY COMMISSIONER, PCT 2

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Kenny Howell 3425 CR 920

Crowley, TX 76036

Phone:

(817) 297-1926

Fax:

(817) 447-0500

Email:

PCT2@johnsoncountytx.org

SOLD TO:

CITY OF JOSHUA c/o KRISTEN HUBACEK 101 S. MAIN STREET JOSHUA, TX 76058

INVOICE #

CC06142021 PCT2

INVOICE DATE:

APRIL 7, 2021

Roads		Sub-Total	
Material		\$ 0.00	
Equipment and Labor		\$ 3800.00	-
Hauling Cost		\$ 0.00	
	Total Due	\$ 3800.00	

MAKE CHECK PAYABLE TO:

SEND PAYMENT TO:

JOHNSON COUNTY

Johnson County Treasurer 2 North Main Street Cleburne, TX 76033

Please include a copy of this invoice when sending payment

It has come to our attention that our software has not been generating invoices for our Interlocal Agreements, so we will begin manually billing effective today. If you have any questions or concerns, pease feel free to contact the PCT 2 Commissioner's office at (817) 297-1926.

THANK YOU!

PAID:	Check #	Cash	Other	Received By:
				initiais

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
Approved in Commissioners Court on Monday, April 26, 2021

DATE:	April 7, 2021					
ROAD NAME:	Eddie Street, CR 909 and CR 1023 -Brush Cut Roadways					
		\$ AMOUNT	S	Qty		
SERVICES:	Basic Labor	\$35.00	per hour		Hr	\$0.00
	Culverts (Installation Only)	\$18.00	per foot		Ft	\$0.00
MATERIALS:	Concrete for Header Walls		per yard		Yd	\$0.00
	CRS-2 Emulsion	\$1.70	per gal.		Gal	\$0.00
	D-Rock	\$8.50	per ton		Ton	\$0.00
	Flex Base, Grade 2	\$4.15	per ton		Ton	\$0.00
	Grade #4 Rock	\$18.00	per ton		Ton	\$0.00
	Hot Mix Asphalt	\$58.00	per ton		Ton	\$0.00
	Total Materials:		• 050			
HAULING:	Hauling	\$3.00	per mile		Mi.	\$0.00
	Haul off Brush Loads		6T per Ld		Ld.	\$0.00
EQUIPMENT:	Minimum charge 4 hours					
	Backhoe w/ operator	\$76.00	per hour		Hr	\$0.00
Dump, F750's,	Bobtails w/operator	\$67.00	per hour		Hr	\$0.00
	Broom w/ operator	\$76.00	per hour		Hr	\$0.00
	Brush cutter w/operator	\$76.00	per hour	50	Hr	\$3,800.00
	Chip spreader w/operator	\$105.00	per hour		Hr	\$0.00
	Compactor w/operator	\$76.00	per hour		Hr	\$0.00
	Dura patcher w/ 2 operators	\$105.00	per hour		Hr	\$0.00
	Excavator w/ operator	\$76.00	per hour		Hr	\$0.00
	Gradall w/ operator	\$105.00	per hour		Hr	\$0.00
	Loader w/ operator	\$83.00	per hour		Hr	\$0.00
SPREAD BASE	Motor grader [Blade]w/oper	\$105.00	per hour		Hr	\$0.00
	Pickups w/ operator	\$47.00	per hour		Hr	\$0.00
	Reclaimer w/ operator	\$155.00	per hour		Hr	\$0.00
	Roller w/ operator	\$76.00	per hour		Hr	\$0.00
	Track machine w/ operator	\$126.00	per hour		Hr	\$0.00
16,26,27,35,37	Truck w/ operator	\$76.00	per hour		Hr	\$0.00
	Water truck w/ operator	\$76.00	per hour		Hr	\$0.00
	Wood Chipper w/ operator	\$105.00	per hour		Hr _	\$0.00
						\$3,800.00

PLEASE MAKE CHECKS PAYABLE TO: PLEASE MAIL TO:

JOHNSON COUNTY TREASURER JOHNSON COUNTY TREASURER 2 NORTH MAIN STREET CLEBURNE, TX 76033

INVOICE #ADJUSTED TO THE DATE TO BE PRESENTED TO JOHNSON COUNTY COMMISSIONERS COURT

JOHNSON COUNTY, TEXAS SCHEDULE OF STANDARD CHARGES FOR INTERLOCAL AGREEMENT ATTACHMENT B

City of Joshua

Eddie Street, CR 909 and CR 1023 within City of Joshua's Jurisdiction Brush-cutting by Johnson County Precinct 2

Total Cost

\$ 3800.00

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Executed in multiple originals on the 14 day of June, 2021.				
Roger Harmon, John				
Voted:	no, abstained			
Voted:yes, no, abstained	Kenny Howell, Comm. Pct. #2 Voted:			
While White	Jury Wolley			
Voted: Vo	Voted: no, abstained			
ATTEST: Becky Selection	mome			
Becky Ivey, County Clerk	Authorized Official of City			

RICK BAILEY Commissioner Pct. #1 ROGER HARMON County Judge

Mike White Commissioner Pct.#3

KENNY HOWELL Commissioner Pct. #2

The project to be undertaken is:

Paula Reid :
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.

Brush Cut Eddie Street and the County Roads of CR 909 and 1023 within their jurisdiction The location of the project is: City of Joshua THEREFORE, the Commissioners Court of Johnson County, Texas hereby approves the above referenced project as required by Section 791.014, Texas Government Code. Executed on the _/__ day of __ Roger Harmon, Johnson County Judge Voted: A yes, abstained no, Rick Bailey, Comm. Pct. #1 Kenny Howell, Comm. Pct. #2 abstained Voted: yes. abstained Miké White . Comm. Pct. #3 Larry Woolley, Comm. Pct. #4 no, __abstained Voted: __yes, abstained ATTEST: Becky Ivey, County Clerk