

JAN 10 2022

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline – Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Kenny Howell TODAY'S DATE: 12/08/2021

DEPARTMENT: X Commissioner PCT 2

SIGNATURE OF DEPARTMENT HEAD: X *Kenny Howell*

REQUESTED AGENDA DATE: X 01/10/2022

SPECIFIC AGENDA WORDING:

Consideration to approve an Interlocal agreement with the City of Joshua to Blade Overlay CR 904-Precinct 2

PERSON(S) TO PRESENT ITEM: Kenny Howell
Commissioner PCT 2

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 Min. ACTION ITEM: X
(Anticipated # of minutes needed to discuss item) WORKSHOP: _____
CONSENT: _____
EXECUTIVE: _____

STAFF NOTICE:

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 §

COUNTY OF JOHNSON §

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 10 day of January, 2022, by Johnson County, Texas, through its Commissioners Court 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.

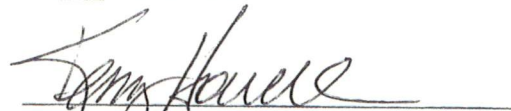
Executed in multiple originals on the 10 day of January 2022.


Roger Harmon, Johnson County Judge

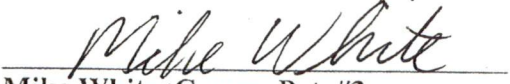
Voted: 2 yes, ___ no, ___ abstained


Rick Bailey, Comm. Pct. #1

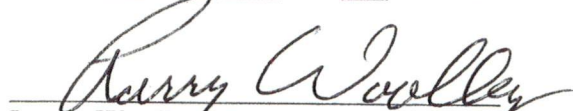
Voted: 1 yes, ___ no, ___ abstained


Kenny Howell, Comm. Pct. #2


Voted: 1 yes, ___ no, ___ abstained

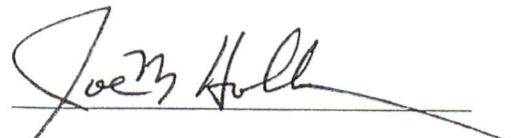

Mike White, Comm. Pct. #3

Voted: 1 yes, ___ no, ___ abstained


Larry Woolley, Comm. Pct. #4

Voted: 2 yes, ___ no, ___ abstained

ATTEST: 
Becky Ivey, County Clerk


Authorized Official of City



Attachment A

**JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES**

Approved in Commissioners Court on Monday, _____

DATE:	FY 2021 PRICING 12/8/2021	Estimate		
ROAD NAME:	County Road 904 Blade Overlay (Material Provided by City of Joshua)			
	\$ AMOUNTS	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
	Crack-Sealing Product	_____ per xxx		\$0.00
	CRS-2 Emulsion	\$1.97 per gal.	Gal	\$0.00
	Culverts (varied sizes)	\$18.00 Each		\$0.00
	D-Rock	\$9.00 per ton	Ton	\$0.00
	Flex Base, Grade 2	\$5.00 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
	Prime- MC 30	\$1.70 per ton	Ton	\$0.00
	Signage & Hardware	_____ Each	Ea.	\$0.00
	Overesize Rock 2 x 4	\$7.50 per ton	Ea.	\$0.00
	Total Materials:			
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
	Brushcutter w/operator	\$76.00 per hour	Hr	\$0.00
	Chip spreader w/operator	\$105.00 per hour	Hr	\$0.00
	Compactor w/operator	\$76.00 per hour	Hr	\$0.00
	Crack Sealer w/operator	\$105.00 per hour	Hr	\$0.00
	Distributor w/ operator	\$105.00 per hour	Hr	\$0.00
	Durapatcher 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	Motorgrader [Blade]w/oper	\$105.00 per hour	36 Hr	\$3,780.00
	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	15 Hr	\$1,140.00
	Track machine w/ operator	\$126.00 per hour	Hr	\$0.00
16,26,27,35,37	Truck w/ operator	\$76.00 per hour	80 Hr	\$6,080.00
	Water truck w/ operator	\$76.00 per hour	Hr	\$0.00
	Wood Chipper w/ operator	\$105.00 per hour	Hr	\$0.00
				\$11,000.00

PLEASE MAKE CHECKS PAYABLE TO:
PLEASE MAIL TO:

**JOHNSON COUNTY TREASURER
JOHNSON COUNTY TREASURER
2 NORTH MAIN STREET
CLEBURNE, TEXAS 76033**

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

City of Joshua

Blade Overlay of CR 904, within the jurisdiction of the City of Joshua by Johnson County Precinct 2

Total Cost \$11,000.00