

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 27th day of June, 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 27 day of June, 2022.

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

Mike White, Comm. Pct. #3

Voted: ___ yes, ___ no, ___ abstained

Larry Woolley, Comm. Pct. #4

Voted: ___ yes, ___ no, ___ abstained

ATTEST:

Becky Ivey, County Clerk



Authorized Official of City

Mike Peacock
Printed Name of Authorized City Official

ORIGINAL

JOHNSON COUNTY COMMISSIONER, PCT 2

INVOICE

Kenny Howell
3425 CR 920
Crowley, TX 76036
Phone: (817) 297-1926
Fax: (817) 447-0500
Email: PCT2@johnsoncountytexas.org

SOLD TO:

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

INVOICE # CC06272022_PCT2

INVOICE DATE: December 8, 2021

Roads		Sub-Total
Material		\$ 11,480.00
Equipment and Labor		\$ 2,388.00
Hauling Cost		\$ 0.00
	Total Due	\$ 13,868.00

MAKE CHECK PAYABLE TO:

JOHNSON COUNTY

Please include a copy of this invoice when sending payment

SEND PAYMENT TO:

Johnson County Treasurer
2 North Main Street
Cleburne, TX 76033

If you have any questions or concerns, please feel free to contact the PCT 2 Commissioner's office at (817) 297-1926.

THANK YOU!

PAID: Check # _____ Cash _____ Other _____ Received By: _____
Initials

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

City of Joshua

**Seal Coat Wagon Wheel Road within the jurisdiction of the City of Joshua by
Johnson County Precinct 2**

Total Cost \$13,868.00

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
 Approved in Commissioners Court on Monday, June 27, 2022

DATE: June 8, 2022

ROAD NAME: Wagon Wheel Road Chip Seal one time

	\$ AMOUNTS		Qty		
SERVICES:	Basic Labor	\$35.00	per hour	_____ Hr	\$0.00
	Culverts (Installation Only)	\$18.00	per foot	_____ Ft	\$0.00
MATERIALS:	CRS-2 Emulsion	\$2.87	per gal.	4000	Gal \$11,480.00
	D-Rock	\$11.00	per ton	_____ Ton	\$0.00
	Flex Base, Grade 2	\$5.00	per ton	_____ Ton	\$0.00
	Hot Mix Asphalt	\$61.00	per ton	_____ Ton	\$0.00
	Total Materials:				
HAULING:	Hauling	\$6.00	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	4	Hr \$420.00
	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	4	Hr \$420.00
	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	4	Hr \$332.00
SPREAD BASE	Motorgrader [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	16	Hr \$1,216.00
	Water truck w/ operator	\$76.00	per hour	_____ Hr	\$0.00
	Wood Chipper w/ operator	\$105.00	per hour	_____ Hr	\$0.00
					\$13,868.00

PLEASE MAKE CHECKS PAYABLE TO:
PLEASE MAIL TO:

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