

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Mike White TODAY'S DATE: 9/7/2022

DEPARTMENT: Precinct 3

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 9/26/2022

SPECIFIC AGENDA WORDING:

Consideration of Interlocal Agreement for Precinct 3 to furnish road repair material (CRS-2 emulsion) to City of Alvarado

COMMISSIONERS COURT

SEP 26 2022

Approved

PERSON(S) TO PRESENT ITEM:

Commissioner Mike White

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min.
(Anticipated number of minutes needed to discuss item)

ACTION ITEM:
WORKSHOP:
CONSENT: ✓
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

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:

COURT MEMBER APPROVAL: _____

DATE: _____

STATE OF TEXAS

COUNTY OF JOHNSON §

**PRECINCT 3 INTERLOCAL AGREEMENT FOR FURNISHING ROAD
REPAIR MATERIAL TO CITY OF ALVARADO
(Emulsion)**

This agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Code Annotated, by Johnson County, Texas, through its Commissioner's Court and City of Alvarado (hereinafter referred to as "Alvarado") for the purpose of providing CRS-2 road repair material to the City of Alvarado, Texas.

Therefore the parties agree as follows:

1. Johnson County Precinct 3 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
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 Texas law until paid.
5. Payment under this Agreement shall be made from current revenues available to the party making payment.
6. 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. Alvarado agrees, to the extent permitted by Texas law, 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.
7. This Agreement represents the entire and integrated agreement between Johnson County and Alvarado 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 Alvarado.

8. 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.
9. 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.
10. 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.
11. Johnson County does not have any obligation to supply materials if such materials are not available to Johnson County through existing contracts and course of dealing for such materials.
12. Johnson County cannot and does not warranty or guarantee the condition, quality, fitness or purity of the emulsion, oil or any other material. The original seller also does not provide any warranty or guarantee of the condition, quality, fitness or purity of the emulsion, oil or material to Alvarado.
13. The undersigned officers 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 executed in multiple originals.

This agreement becomes effective upon the execution by all of the parties to the Agreement.

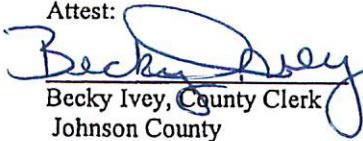
County of Johnson:

Date: 9-26-22



Roger Harmon
County Judge

Attest:

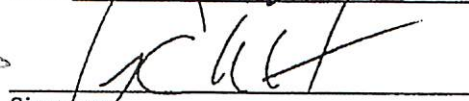


Becky Ivey, County Clerk
Johnson County



City of Alvarado:

Date: 5-16-22



Signature

James Wheat, Mayor
Printed Name and Title of Authorized
Representative of City

Attachment A

Schedule of Standard Charges for Interlocal Agreements
Johnson County, Texas

RE: Describe work to be performed

| I. | Materials Item | Bid Cost per (ton, gallon, etc.) |
|----|-------------------|--|
| | <u>CRS-2</u> | @cost to Johnson County for purchase of materials |

***Note: In entering this Interlocal Agreement, Johnson County and the City of Alvarado agree and understand that the City of Alvarado will take possession of the CRS-2 in 250 gallon increments throughout the year rather than at one time and that the price per gallon for the CRS-2 may increase before the termination of this Agreement; and therefore, Johnson County and the City of Alvarado further agree and understand that cost will be charged on a "per tank basis", said tank being the tank used by Alvarado to take possession of the CRS-2 (a.k.a. the Emulsion). Alvarado is understood to have a 250 gallon tank. Because there is not a readily available method to calculate the dispensing of the emulsion from Johnson County's holding tank, Alvarado will be charged for a full 250 gallons each time Alvarado refills their tank.**

Johnson County and the City of Alvarado agree and understand that Price will be calculated based upon the cost per gallon most recently charged to Johnson County for the CRS-2 prior to the City of Alvarado taking possession of the material.

Johnson County will invoice the City of Alvarado at the cost per gallon most recently charged to Johnson County for the CRS-2 prior to the City of Alvarado taking possession of the CRS-2 without the necessity of amending this Interlocal Agreement.