

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 09/15/2023

Meeting Date: 09/25/2023

Submitted By: Rick Bailey

Department: Road and Bridge - PCT. 1

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT SEP 25 2023 Approved

Description:

Consideration to approve an Interlocal Agreement with the City of Cleburne to repair the intersection of County Road 902 and County Road 1017 in Cleburne, Johnson County, Texas - Precinct 1.

(May attach additional sheets if necessary)

Person to Present: Rick Bailey

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 3 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

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’s Texas Code Annotated, on the 25 day of September, 2023, by Johnson County, Texas, through its Commissioners Court and the City of Cleburne 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 lay approximately 50 tons of hot mix, at the intersection of County Road 902 and County Road 1017 in Cleburne, Johnson County Texas.**
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 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 25 day September, 2023

Chris Boeder
 Christopher Boedeker, 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

Mike White
 Mike White, Comm. Pct. #3
 Voted: yes, no, abstained

Larry Woolley
 Larry Woolley, Comm. Pct. #4
 Voted: yes, no, abstained

Attest:

April Ruzay
 COUNTY CLERK



Steve Blank
 AUTHORIZED OFFICIAL OF CITY

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

JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES

DATE: September 25th, 2023

ROAD NAME: Intersection of CR 902 and CR 1017

		\$ AMOUNTS		
SERVICES:	Basic Labor	\$ -	per hour	
	Culverts (installation only)	\$ -	per foot	
MATERIALS:	Concrete for Header Walls	\$ -	per yard	
	Crack-Sealing Product	\$ -	per xxx	
	CRS-2 Emulsion	\$ -	per gal.	
	Materias at Market Price			
	Culverts (varied sizes)	\$ -	Each	
	D-Rock	\$ -	per ton	
	Flex Base	\$ -	per ton	
	Grade #4 Rock	\$ -	per ton	
	X Hot Mix Asphalt	\$ 73.00	per ton	
	Pea Gravel	\$ -	per ton	
	Prime- MC 30	\$ -	per gal.	
	Signage & Hardware	\$ -	Each	
HAULING:	Hauling	\$ -	per mile	
EQUIPMENT:	Minimum charge -- 2 hours			
		Backhoe w/operator	\$ -	per hour
		Bobtails w/operator	\$ -	per hour
		Broom w/operator	\$ -	per hour
		Brushcutter w/operator	\$ -	per hour
		Chip spreader w/operator	\$ -	per hour
		Compactor w/operator	\$ -	per hour
		Crack Sealer w/operator	\$ -	per hour
		Distributor w/operator	\$ -	per hour
		Durapatcher w/ 2 operators	\$ -	per hour
		Excavator w/operator	\$ -	per hour
		Gradall w/operator	\$ -	per hour
		Loader w/operator	\$ -	per hour
	2 hours	Motorgrader [Blade]w/operator	\$ 252.00	per hour
	2 hours	Pickups w/operator	\$ 112.80	per hour
	Reclaimer w/operator	\$ -	per hour	
2 hours	Roller w/operator	\$ 182.40	per hour	

	Track machine w/operator	\$ -	per hour
2 hours	Truck w/operator	\$ 182.40	per hour
2 hours	Water truck w/ perator	\$ 182.40	per hour
	Wood Chipper w/operator	\$ -	per hour
TOTAL:		\$ 5,054.40	

PLEASE MAKE CHECKS PAYABLE TO: JOHNSON COUNTY TREASURER

PLEASE MAIL TO:

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