

AGENDA PLACEMENT FORM

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

Date: 05/13/2024
Meeting Date: 05/28/2024
Submitted By: Rick Bailey
Department: Precinct 1-Road and Bridge
Signature of Elected Official/Department Head:
Rick Bailey

Court Decision: <small>This section to be completed by County Judge's Office</small>
 May 28, 2024

Description:

Consideration to Approve (1) the Interlocal Agreement for Road Repairs and (2) the Commissioners Court Approval for Interlocal Agreement project with the City of Godley to repair E. Railroad Ave., Highpoint Dr., and W. Links Dr. in the city limits of Godley, 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: 2 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 28th day of May, 2024, 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 perform road repair on E. Railroad Ave., Highpoint Dr., and W. Links Dr. in the city limits of Godley, 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 28 day May, 2024.

Christopher Boedeker

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

April Long

ATTEST: April Long, County Clerk



[Signature]

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: May 28, 2024
ROAD NAME: E. Railroad Ave., Highpoint Dr., W. Links Dr.

		\$ AMOUNTS		
SERVICES:		Basic Labor	\$ - per hour	
		Culverts (installation only)	\$ - per foot	
MATERIALS:		Concrete for Header Walls	\$ - per yard	
	100 tons	Cold Mix	\$ 86.00 per ton	
		Crack-Sealing Product	\$ - per xxx	
		CRS-2 Emulsion	\$ - per gal.	
	Materials at Market Price		Culverts (varied sizes)	\$ - Each
			D-Rock	\$ - per ton
			Flex Base	\$ - per ton
		1220 Gals	Fuel	\$ 4.29 per gal
			Grade #4 Rock	\$ - per ton
			Hot Mix Asphalt	\$ - 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	
	30 hours	Crack Sealer w/operator	\$ 126.00 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	
		Motorgrader [Blade]w/operator	\$ - per hour	
	30 hours	Pickups w/operator	\$ 56.40 per hour	
Reclaimer w/operator		\$ - per hour		

30 hours	Roller w/operator	\$ 91.20	per hour
	Track machine w/operator	\$ -	per hour
	Truck w/operator	\$ -	per hour
	Water truck w/ perator	\$ -	per hour
	Wood Chipper w/operator	\$ -	per hour

TOTAL: **\$ 22,041.80**

PLEASE MAKE CHECKS PAYABLE TO: JOHNSON COUNTY TREASURER

PLEASE MAIL TO:

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