

AGENDA PLACEMENT FORM

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

Date: _____

Meeting Date: 6/23/25

Submitted By: Radio Managment

Department: _____

Signature of Elected Official/Department Head:

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


Description:

Consider and Approve Interlocal Agreement and Exhibit A for the Sale of
Surplus Property with the City of Burleson for the Purchase of up to Forty-Seven
(47) Excess Kenwood Radios in the Amount of \$1,200.00 Each, for a Total Price
not to Exceed \$56,400.00; with Authorization for County Judge to Sign-Radio
Management

(May attach additional sheets if necessary)

Person to Present: _____

(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: _____ 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**

Approved in CC on 9/11/2023

INTERLOCAL AGREEMENT FOR THE SALE OF SURPLUS PROPERTY

This Interlocal Agreement for the sale of surplus property (“Agreement”) is made and entered into by and between the City of Burleson, a Texas home rule municipality (“Burleson”), and Johnson County, a political subdivision of Texas (“Johnson County”). Burleson and Johnson County may sometimes hereafter be referred to collectively as the “parties” and individually as a “party.”

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code (the “Act”) authorizes the parties to enter into this Agreement with each other to provide governmental functions and services that each party is authorized to perform individually and in which the parties are mutually interested; and

WHEREAS, Burleson and Johnson County represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Burleson has determined that the Equipment (defined below) is no longer required for its needs and is considered surplus property;

WHEREAS, pursuant to Sec. 68 of the Burleson City Charter the City Manager, or his designee (the “City Manager”) shall supervise and be responsible for the sale or disposal of surplus or obsolete supplies, materials, and equipment belonging to Burleson; and

WHEREAS, Johnson County has expressed interest in purchasing the Equipment for governmental use; and

WHEREAS, the City Manager has determined that sale of the Equipment to Johnson County is authorized; and

WHEREAS, each party has sufficient funds available from current revenues to perform the governmental functions and services contemplated by this Agreement; and

WHEREAS, the parties find it mutually desirable to enter into this Agreement in the exercise of their governmental functions pursuant to the Act.

NOW, THEREFORE, in consideration of the recitals above and the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

“Surplus Property” means Equipment, materials, or supplies that are no longer needed by Burleson for its operations and have been determined to be surplus in accordance with applicable policies or procedures.

“Equipment” means the Kenwood radios being sold under this Agreement. Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

ARTICLE 2. CONSIDERATION AND FEES

2.1 Purchase Price and Payment. Johnson County agrees to purchase **forty-seven (47) Kenwood radios**, as outlined in Exhibit A, at a cost of **One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per unit**, for a total purchase price of **Fifty-Six Thousand Four Hundred and No/100 Dollars (\$56,400.00)**. Payment shall be made in a single lump sum to Burleson upon execution of this Agreement and prior to transfer of the Equipment.

2.2 Condition of Property. The radios are sold “AS IS, WHERE IS, AND WITH ALL FAULTS”, and without any representation or warranty as to condition, merchantability, or fitness for a particular use.

2.3 Warranties. Burleson transfers no warranties of any kind, either express or implied. Specifically, no manufacturer’s warranties, services warranties, software licenses, or technical support agreements are transferable or remain in effect as part of this sale.

2.4 Inspection. Johnson County acknowledges it has the opportunity to inspect the Equipment and accepts it in its present condition.

2.5 Transfer of Ownership. Title and ownership of the Equipment shall transfer to Johnson County only upon receipt of full payment by Burleson.

ARTICLE 3. TERM, TERMINATION, AND RENEWAL

3.1 Term and Renewal. This Agreement shall be effective from the full execution of this Agreement by the parties and continuing thereafter through September 30, 2025, or until after the Equipment is sold to Johnson County, whichever occurs first.

ARTICLE 4. LIABILITY

4.1 Responsibility for Claims. The parties agree, to the fullest extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its own respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law. The assignment of liability under this Agreement is made pursuant to Section 791.006 of the Texas Government Code, as amended, and the assignment of liability under this Agreement is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Government Code.

4.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions

of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.3 WAIVER AND RELEASE. THE PARTIES ARE GOVERNMENTAL ENTITIES PERFORMING GOVERNMENTAL FUNCTIONS OR SERVICES UNDER THIS AGREEMENT. ACCORDINGLY, EACH PARTY DOES HEREBY WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS FROM ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF, OR RELATED TO THIS AGREEMENT.

ARTICLE 5. GENERAL PROVISIONS

5.1 Severability. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section, phrase, term, provision, or paragraph by a court of competent jurisdiction shall not affect the validity of the remaining sections, phrases, terms, provisions, or paragraphs of this Agreement.

5.2 Multiple Originals. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

5.3 Authorization. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

5.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, without regard to conflict of laws principles, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Johnson County, Texas.

5.5 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of the parties to each other.

5.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Burleson, to:

City of Burleson, Texas
Attn: City Manager
141 West Renfro
Burleson, Texas 76028

If intended for Johnson County, to:

Johnson County
Attn: Radio System Manager
411 Marti Drive, Cleburne, TX 76033

5.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

5.8 Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

5.9 Remedies Cumulative. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement to be effective as of the last date signed below.

JOHNSON COUNTY, TEXAS

By: Christopher Boedeker

Title: County Judge

Date: June 23, 2025

Signature: 

ATTEST:


County Representative

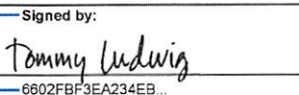


CITY OF BURLESON, TEXAS

By:

Tommy Ludwig, City Manager

Date: June 25, 2025

Signature: 
Signed by: Tommy Ludwig
6602FBF3EA234EB...

ATTEST:

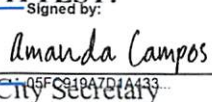

Signed by: Amanda Campos
05FC919A7D1A433...
City Secretary

EXHIBIT A

Radio Serial Number	Battery	Model
643078306630004	0322B02767	Kenwood VP6430-F2
643078306630035	0321B00904	Kenwood VP6430-F2
643072209030022	0321B01201	Kenwood VP6430-F2
643072209030023	0322A06741	Kenwood VP6430-F2
643072209030024	0321B00890	Kenwood VP6430-F2
643072209030026	0322A06776	Kenwood VP6430-F2
643072209030027	0321B00878	Kenwood VP6430-F2
643072209030029	0322A06742	Kenwood VP6430-F2
643072209030030	0321B00854	Kenwood VP6430-F2
643072209030031	0321B01106	Kenwood VP6430-F2
643072209030081	0321B01163	Kenwood VP6430-F2
643072209030083	0322B02103	Kenwood VP6430-F2
643072209030084	0321B00308	Kenwood VP6430-F2
643072209030086	0321B00323	Kenwood VP6430-F2
643072209030088	0321B01200	Kenwood VP6430-F2
643072209030089	0321B00888	Kenwood VP6430-F2
643072209030090	0321B00870	Kenwood VP6430-F2
643072209030091	0323300742	Kenwood VP6430-F2
643072209030092	0321B01189	Kenwood VP6430-F2
643072209030154	0322A06768	Kenwood VP6430-F2
643072209030155	0321B00868	Kenwood VP6430-F2
643072209030156	0321B01199	Kenwood VP6430-F2
643072209030157	0322B02614	Kenwood VP6430-F2
643072209030158	0321B00823	Kenwood VP6430-F2

643072209030159	0321B01137	Kenwood VP6430-F2
643072209030160	0322A06720	Kenwood VP6430-F2
643072209030161	0322A06775	Kenwood VP6430-F2
643072209030162	0321B00826	Kenwood VP6430-F2
643078306630001	0322A06726	Kenwood VP6430-F2
643078306630002	0322A06715	Kenwood VP6430-F2
643078306630003	0322A06765	Kenwood VP6430-F2
643078306630005	0321B00873	Kenwood VP6430-F2
643078306630007	0322A06779	Kenwood VP6430-F2
643078306630008	0322A06770	Kenwood VP6430-F2
643078306630009	0321B00881	Kenwood VP6430-F2
643078306630010	0322A06714	Kenwood VP6430-F2
643078306630031	0321B00858	Kenwood VP6430-F2
643078306630033	0322B02603	Kenwood VP6430-F2
643078306630034	0321B00313	Kenwood VP6430-F2
643078306630036	0321B00896	Kenwood VP6430-F2
643078306630038	0322A06744	Kenwood VP6430-F2
643078306630040	0322A06774	Kenwood VP6430-F2
643078311430058	0321B00306	Kenwood VP6430-F2
643072209030087	0322B02612	Kenwood VP6430-F2
643072209030028	0322A06739	Kenwood VP6430-F2
643072209030163	0321B00789	Kenwood VP6430-F2
643078306630006	0322A06778	Kenwood VP6430-F2