

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 8 day of January, 2018, by Johnson County, Texas, through its Commissioners Court and the City of Keene, 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.

COMMISSIONERS COURT

JAN 8 2018

**Approved**


<b><u>REQUEST FOR AGENDA PLACEMENT FORM</u></b> Submission Deadline - Tuesday, 12:00 PM before Court Dates	
SUBMITTED BY: Commissioner Larry Woolley TODAY'S DATE: December 27, 2017	
DEPARTMENT: Pct#4 Road and Bridge	
SIGNATURE OF DEPARTMENT HEAD: 	
REQUESTED AGENDA DATE: January 8, 2018	
SPECIFIC AGENDA WORDING: Consideration of Interlocal Agreement with the City of Keene for Road Construction and Repair on CR 414 that lies within the Keene City Limits of Johnson County Texas.	
PERSON(S) TO PRESENT ITEM: Commissioner Larry Woolley	
SUPPORT MATERIAL: (Must enclose supporting documentation)	
TIME: 10 min	ACTION ITEM: <u>  X  </u>
	WORKSHOP: _____
(Anticipated number of minutes needed to discuss item)	CONSENT: _____
	EXECUTIVE: _____
<b><u>STAFF NOTICE:</u></b>	
COUNTY ATTORNEY: <u>  X  </u>	IT DEPARTMENT: _____
AUDITOR: _____	PURCHASING DEPARTMENT: _____
PERSONNEL: _____	PUBLIC WORKS: _____
BUDGET COORDINATOR: _____	OTHER: _____


\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

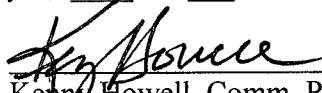
ASSIGNED AGENDA DATE: \_\_\_\_\_

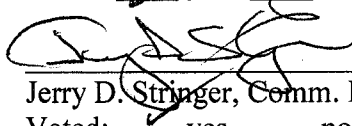
8. This Agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instruments signed by Johnson County and City.
9. The validity 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.

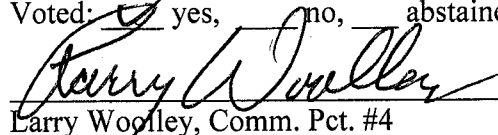
Executed in multiple originals on the 8 day January, 2018.


  
 Roger Harmon, Johnson County Judge  
 Voted:  yes,  no,  abstained

  
 Rick Bailey, Comm. Pct. #1  
 Voted:  yes,  no,  abstained

  
 Kerry Howell, Comm. Pct. #2  
 Voted:  yes,  no,  abstained

  
 Jerry D. Stringer, Comm. Pct. #3  
 Voted:  yes,  no,  abstained

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

Attest:  
  
 COUNTY CLERK

  
 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										
<b>SERVICES:</b>	Basic Labor	\$25.00	per hour	x	hours					
	Culverts (Installation Only)	\$17.00	per foot	x						
	<b>Total Services:</b>									\$0.00
<b>MATERIALS:</b>	Concrete for Header Walls		per yard	x						\$0.00
	Crack-Sealing Product		per xxx	x						\$0.00
	CRS-2 Emulsion	\$1.58	per gallon	x						\$0.00
	Culverts (varied sizes)		each							\$0.00
	D-Rock		per ton							\$0.00
	Flex Base	\$5.50	per ton							\$0.00
	Grade #4 Rock	\$21.00	per ton							\$0.00
	Hot Mix Asphalt	\$58.00	per ton							\$0.00
	Pea Gravel		per ton							\$0.00
	Prime-Diluted AEP-40%/60%	\$1.80	per gallon							\$0.00
	Signage & Hardware		each							\$0.00
										\$0.00
	<b>** Note: Materials are actual cost to County If Price Has Increased.</b>									\$0.00
	<b>Total Materials:</b>									\$0.00
<b>HAULING:</b>	Hauling	\$2.00	per mile	x	miles	x	tons			\$0.00
	<b>Total Hauling:</b>									\$0.00
<b>EQUIPMENT:</b>	Minimum charge - 4 hours									
	Backhoe w/ operator	\$66.00	per hour	x	hours					\$0.00
	Bobtails w/operator	\$57.00	per hour	x	hours					\$0.00
	Broom w/ operator	\$66.00	per hour	x	hours					\$0.00
	Brushcutter w/operator	\$66.00	per hour	x	hours					\$0.00
	Chip spreader	\$95.00	per hour	x	hours					\$0.00
	Compactor w/operator	\$66.00	per hour	x	hours					\$0.00
	Crack Sealer w/operator	\$95.00	per hour	x	hours					\$0.00
	Distributor w/ operator	\$95.00	per hour	x	hours					\$0.00
	Durapatcher w/ 2 operators	\$95.00	per hour	x	hours					\$0.00
	Excavator w/ operator	\$66.00	per hour	x	hours					\$0.00
	Gradall w/ operator	\$95.00	per hour	x	hours					\$0.00
	Loader w/ operator	\$73.00	per hour	x	hours					\$0.00
	Motorgrader w/operator	\$95.00	per hour	x	hours					\$0.00
	Pickup w/ operator	\$37.00	per hour	x	hours					\$0.00
	Reclaimer w/ operator	\$145.00	per hour	x	hours					\$0.00
	Roller w/ operator	\$66.00	per hour	x	hours					\$0.00
	Track machine w/ operator	\$116.00	per hour	x	hours					\$0.00
	Truck w/ operator	\$66.00	per hour	x	hours					\$0.00
	Water truck w/ operator	\$66.00	per hour	x	hours					\$0.00
	Wood Chipper w/operator	\$95.00	per hour	x	hours					\$0.00
	<b>Total Equipment:</b>									\$0.00
										<b>Grand Total:</b>
										<b>\$0.00</b>
PLEASE MAKE CHECKS PAYABLE TO:		JOHNSON COUNTY TREASURER								
PLEASE MAIL TO:		JOHNSON COUNTY TREASURER								
		2 NORTH MAIN STREET, ROOM 312								
		CLEBURNE, TEXAS 76033								

## ATTACHMENT B

County will perform routine maintenance on the portion of CR 414 that lies within the Keene City Limits as mutually agreed to by City and Precinct #4 Commissioner's Office. City agrees to submit in writing a request for work to be performed to the Precinct #4 Commissioner's Office and Precinct #4 Commissioner's Office will respond in writing to the request by City. Upon completion of the work performed, Precinct #4 Commissioner's Office will invoice City for the work performed at the rates set forth on Attachment A of this Agreement and City will pay said invoice as set forth in Paragraph 3 on Page 1 above. City and County agree and understand that the Schedule of Standard Charges for Interlocal Agreements in Johnson County may change at some future date due to the increase costs of materials and/or labor. In the event that County makes any changes to the Schedule of Standard Charges for Interlocal Agreements in Johnson County, Precinct #4 Commissioner's Office will notify City in writing so that County and City may modify this Agreement prior to any work being performed by County.