

AUG 26 2019

REQUEST FOR AGENDA PLACEMENT FORM

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

Approved

SUBMITTED BY: Kenny Howell TODAY'S DATE: _____

DEPARTMENT: _____ X Commissioner PCT 2

SIGNATURE OF DEPARTMENT HEAD: _____ X *Kenny Howell*

REQUESTED AGENDA DATE: _____ X 08/26/2019

SPECIFIC AGENDA WORDING:

Consideration to approve an Interlocal agreement with the City of Joshua for Road Work on CR 904- Precinct 2

PERSON(S) TO PRESENT ITEM: _____ Kenny Howell
Commissioner PCT 2

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: _____	5 Min.	ACTION ITEM: _____	X
(Anticipated # of minutes needed to discuss item)		WORKSHOP: _____	
		CONSENT: _____	
		EXECUTIVE: _____	

STAFF NOTICE:

COUNTY ATTORNEY: _____	X	ISS DEPARTMENT: _____
AUDITOR: _____		PURCHASING DEPT: _____
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: _____

STATE OF TEXAS §

ORIGINAL

COUNTY OF JOHNSON §

INTERLOCAL AGREEMENT FOR ROAD CONSTRUCTION AND REPAIR

This Agreement is made and entered into pursuant to Chapter 791, Government Code, Vernon' Texas Code Annotated, on the 26th day of August, 2019, by Johnson County, Texas, through its Commissioners Court and the City of Joshua, 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 construct or repair roads identified in Attachment B.
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 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.
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 26 day of August, 2019.



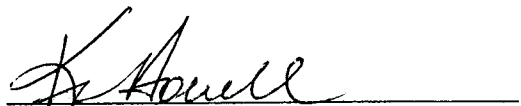
Roger Harmon, Johnson County Judge

Voted: yes, no, abstained



Rick Bailey, Comm. Pct. #1

Voted: yes, no, abstained



Kenny Howell, Comm. Pct. #2

Voted: yes, no, abstained



Jerry D. Stringer, Comm. Pct. #3

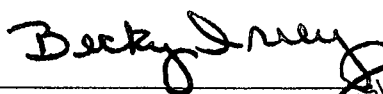
Voted: yes, no, abstained



Larry Woolley, Comm. Pct. #4

Voted: yes, no, abstained

ATTEST:



Becky Ivey, County Clerk



Authorized Official of City



JOHNSON COUNTY COMMISSIONER, PCT 2

INVOICE

Kenny Howell
3425 CR 920
Crowley, TX 76036
Phone: (817) 297-1926
Fax: (817) 447-0500
Email: PCT2@johnsoncountytexas.org

SOLD TO:

CITY OF JOSHUA
c/o KRISTEN HUBACEK
101 S. MAIN STREET
JOSHUA, TX 76058

INVOICE # CR94-FY2019

INVOICE DATE: JULY 18, 2019

Roads	CR 904 1.5 Miles	Sub-Total
Material		\$11,557.92
Equipment, Labor		\$2,080.00
Hauling Cost		
	Total Due	\$13,637.92

MAKE CHECK PAYABLE TO:

JOHNSON COUNTY

Please include a copy of this invoice when sending payment

SEND PAYMENT TO:

Johnson County Treasurer
2 North Main Street
Cleburne, TX 76033

It has come to our attention that our software has not been generating invoices for our Interlocal Agreements, so we will begin manually billing effective today. If you have any questions or concerns, please feel free to contact the PCT 2 Commissioner's office at (817) 297-1926.

THANK YOU!

PAID: Check # _____ Cash _____ Other _____ Received By: _____
Initials

**JOHNSON COUNTY, TEXAS
SCHEDULE OF COSTS FOR PRECINCT SERVICES
ATTACHMENT A**

DATE: July 16, 2019

ROAD NAME: CR 904 City of Joshua 1.5 Mi Chip Seal

		\$ AMOUNTS						TOTALS
SERVICES:	Basic Labor	_____	Hr.	x	_____	Hr.	X Men	_____
MATERIALS:	Flex Base, Grade 2	_____	Ton	x	_____	Ton	X	_____
	Grade #4 Rock	_____	Ton	x	_____	Ton	X	_____
	D-Rock	225	Ton	x	8.50	Ton		
	CRS-2 Emulsion	5808	Gal.	x	1.99	Gal.	X	SUPPLIED BY JOSHUA
	Concrete for Header Walls	_____	Yd.	x	_____	Ea.	X	\$11,557.92
	Hot Mix Asphalt	_____	Ton	x	_____	Ton	X	_____
	Prime- MC 30	_____	Ton	x	_____	Ton	X	_____
	AEP Concentrate Dust Ctrl	_____	Gal.	x	_____	Gal.		_____
	Total Materials:							\$11,557.92
HAULING:	Hauling	_____	Mi.	x	0.30	Mi.	x tons	\$
EQUIPMENT:	Minimum charge -- 4 hours							\$
	Backhoe w/ operator	\$66.00	Hr.	x	_____	Hrs.		_____
	Bobtails	\$57.00	Hr.	x	_____	Hrs.		_____
	Broom w/ operator	\$66.00	Hr.	x	_____	Hrs.		_____
	Brushcutter w/operator	\$66.00	Hr.	x	_____	Hrs.		_____
	Chip spreader w/operator	\$95.00	Hr.	x	4	Hrs.	1	380.00
	Compactor	\$66.00	Hr.	x	_____	Hrs.		_____
	Crack Sealer w/operator	\$95.00	Hr.	x	_____	Hrs.		_____
	Distributor w/ operator	\$95.00	Hr.	x	4	Hrs.	1	380.00
	Durapatcher w/ 2 operators	\$95.00	Hr.	x	_____	Hrs.		_____
	Excavator w/ operator	\$66.00	Hr.	x	_____	Hrs.		_____
	Gradall w/ operator	\$95.00	Hr.	x	_____	Hrs.		_____
	Loader w/ operator	\$73.00	Hr.	x	_____	Hrs.		_____
SPREAD BASE	Motorgrader [Blade]w/oper	\$95.00	Hr.	x	_____	Hrs.		_____
	Pickups w/ operator	\$37.00	Hr.	x	_____	Hrs.		_____
	Reclaimer w/ operator	\$145.00	Hr.	x	_____	Hrs.		_____
	Roller w/ operator	\$66.00	Hr.	x	4	Hrs.	1	264.00
	Track machine w/ operator	\$116.00	Hr.	x	_____	Hrs.		_____
	Truck w/ operator	\$66.00	Hr.	x	16	Hrs.		1056.00
	Water truck w/ operator	\$66.00	Hr.	x	_____	Hrs.		_____
	Wood Chipper w/ operator	\$95.00	Hr.	x	_____	Hrs.		_____
								Sub-Total for Equipment
								\$2,080.00
								TOTAL
								\$13,637.92

**JOHNSON COUNTY, TEXAS
SCHEDULE OF STANDARD CHARGES FOR INTERLOCAL AGREEMENT
ATTACHMENT B**

City of Joshua Road List 2019

1. CR 904	1.5 Mile	\$13,637.92
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Total Cost \$13,637.92