

Office of Scott Mitchell

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Scott Mitchell, Director of Neighborhood Services
Date: November 26, 2013
Subject: Interlocal Agreement with Tarrant County for Reconstruction of Vance Rd.

Council Action Requested:

Consider approval of an Interlocal Agreement with Tarrant County for shared costs for the reconstruction of Vance Road from Hovenkamp Ave. to Baker Blvd.

Background Information:

The proposed interlocal agreement between the City and Tarrant County provides for a cooperative construction project for the reconstruction of Vance Road from Hovenkamp Ave. to Baker Blvd. This section of road was discussed with the Infrastructure Committee of the Council. The Committee recommending looking at other alternatives as well, which included portions of Oxley or Scruggs.

In researching these requests, staff discovered that the City has previously approached the County about Oxley, and was informed that the County does not deem that road to be a substantial enough collector to qualify.

Staff also looked at the possibility of Scruggs Park, and determined that Vance is in higher need of repair.

For several years the City has entered into cooperative agreements with Tarrant County. Construction by the Tarrant County Street Department includes cost for design and surveying of the project and using Tarrant County's annual bid prices for concrete construction such as curb, gutter, driveways and valley gutters. The County does not bill the City for their labor costs which is the difference in cost per linear foot between Tarrant County (estimated \$125.00/linear foot) and a contractor (estimated \$175.00/linear foot) cost. These estimated costs are for construction only and do not include any drainage facilities or utility relocation.

In order for the county to be able to assist cities by using county personnel, the county requires that the project occur on a collector street connecting to another collector or an arterial street. Expenditures for the project include engineering, materials, existing concrete curb and gutter removal and replacement, manhole and valve box adjustments, as well as removal of construction spoilage and traffic control. Materials and labor costs are purchased using the County's cooperative purchasing contracts.

Estimated costs to the City are:

- Engineering \$ 20,000
- Materials \$ 75,000
- Curb, gutter & drainage \$ 80,000
- Total \$175,000**

Funding for the project is budgeted in the Road and Street Fund (\$165,000) and the Drainage Fund (\$10,000 for valley gutters and correcting drainage problem on north side of Hovenkamp).

Board/Citizen Input: Presented to the Infrastructure Committee on November 26th, 2013.

Financial Impact: \$175,000

Staff Contacts:

Scott Mitchell, Neighborhood Services Director
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Attachments:

2014 Tarrant County Interlocal Agreement

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Richland Hills ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

Vance Road from Baker Blvd. to 50' north of the intersection with Hovenkamp Avenue. City will have a contractor remove and replace the curb and gutter and driveway approaches. The COUNTY will reclaim and recycle the existing roadbed material, incorporate cemlime as a stabilization agent, regrade and place a two-inch HMA surface. (Limit of 50 feet length from the curb line of Vance Road).

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste materials generated during this project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project; and
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 CITY will coordinate and be responsible for the replacement of all signal related devices.
- 2.7 CITY will provide the COUNTY with a hydrant meter and all the water necessary for the project at no cost to the COUNTY.
- 2.8 CITY will adjust all utilities, manholes and valve boxes.
- 2.9 City agrees the road can be closed to through traffic during working hours.
- 3.0 CITY will pay for one-half of the fuel used on this project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the CITY becomes responsible for maintenance of the project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may furnish flag persons;
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan;

6. TIME PERIOD FOR COMPLETION

CITY will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this agreement

do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this contract does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

CITY OF RICHLAND HILLS

COUNTY OF TARRANT

COUNTY JUDGE

Date: _____

Date: _____

Attest:

Attest:

APPROVED AS TO FORM

APPROVED AS TO FORM

CITY ATTORNEY

ASSISTANT DISTRICT ATTORNEY

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).