

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Jason Moore, Assistant City Manager
Date: March 12, 2018
Subject: Renewal of Contract with Tarrant County – Baker Blvd. Intersection Improvements

Council Action: Consider and approve the contract with Tarrant County for the Baker Blvd. Intersection Improvements Project. This is an annual renewal contract.

Background Information: The attached contract with Tarrant County (TC) for the Baker Blvd. Intersection Improvements Project is a renewal contract required by TC for fiscal year October 1, 2017 to September 30, 2018. The contract defines the purpose of the contract which is to assist the city in the construction of the intersection improvements by TC participating in the funding of the project. Section 4 of the contract states “County agrees to reimburse City either \$76,500.00 of its Costs or 50% of its Costs, whichever is less.”

Since construction is now underway, the design costs will be submitted as an invoice to Tarrant County with a copy of the executed renewal agreement.

Recommendation: Approve the renewal agreement

Board/Citizen Input: N/A

Financial Impact: 50% local share of Design Cost (Revenue of ~\$76,000)

Staff Contacts: Jason Moore, Assistant City Manager, jmoore@richlandhills.com

Attachments: Tarrant County Interlocal Agreement

STATE OF TEXAS §
 § **First Renewal of Interlocal Agreement**
 Court Order No. 124868
COUNTY OF TARRANT § **Project: Intersection Improvements along Baker Blvd.**

BACKGROUND

- 1. Tarrant County ("COUNTY") and the City of Richland Hills ("CITY") entered into an Agreement approved by Tarrant County Commissioners Court Order No. 124868, for the cooperative funding of improvements to Baker Boulevard ("Project") as described in the 2006 Tarrant County Bond Program.
- 2. The Project is incomplete and the parties desire to renew the Interlocal Agreement.

Therefore, the COUNTY and CITY agree to the following

- 1. The COUNTY and the CITY renew the Interlocal Agreement, with Section III (Term) of the Interlocal Agreement amended as follows:

"This agreement will conclude on September 30, 2019 unless terminated sooner under section XI of this agreement."
- 2. The COUNTY and CITY agree to the revised payment schedules.
- 3. All terms and conditions of the original Agreement and subsequent amendments remain in effect except to the extent modified by this First Renewal.
- 4. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

APPROVED on this day the _____ day of _____, 20____, by
Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY
STATE OF TEXAS

CITY

County Judge

Signature

APPROVED AS TO FORM:

**APPROVED AS TO FORM AND
CONTENT:**

Criminal District Attorney's Office*

City Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF
\$_____:*

Certification of Funds Available as follows:

Fiscal year ending September 30, 2017	\$
Fiscal year ending September 30, 2018	\$76,500
	----- \$76,500

Auditor's Office

ATTACHMENT A

Project Information

City: City of Richland Hills
 Reconstruction and Widening of Three Intersections along Baker
 Project Name: Boulevard

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Oct-2016	5	Feb-2017

* COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	\$
ROW Acquisition:	\$
Utility Relocation:	\$
Construction:	\$76,500
County Funding	
Total:	\$76,500

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2015	\$	\$	\$	\$
2016	\$	\$	\$	\$
2017	\$	\$	\$	\$
2018	\$76,500	\$	\$	\$
2019	\$	\$	\$	\$
2020	\$	\$	\$	\$
2021	\$	\$	\$	\$
2022	\$	\$	\$	\$
2023	\$	\$	\$	\$
2024	\$	\$	\$	\$

