



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: September 12, 2023	Department: Admin	Presented By: Assistant City Manager
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AGENDA ITEM: Discussion/Action: to approve an interlocal agreement with Parker County for road repairs in Precinct Four.

BACKGROUND:

The Interlocal Agreement with Parker County for road repairs is renewed annually. Parker County approved the agreement August 28, 2023.

Suggested motion: I move to approve an interlocal agreement with Parker County for road repairs in Precinct Four.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Interlocal Agreement

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF PARKER

BACKGROUND

This Interlocal Agreement is between County of PARKER ("COUNTY"), and the City of Willow Park ("CITY");

Sections 791.001 – 791.032 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.
- e. This agreement does not limit the City's authority to repair or maintain any part of its streets or roads without use of County assistance.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1 The County agrees to perform road repair, maintenance and construction. The roads and streets to be repaired, maintained, or constructed and work to be performed, shall be specifically described by an **Addendum** to this contract, which shall be signed and dated by the City Mayor upon approval of the City Council of the municipality in which the work is to be performed and signed and dated by the County Judge upon approval of the Commissioner's Court. A copy of said **Addendum** shall be filed with the City Secretary and Commissioner's Court.

- 1.2 County agrees to perform minor repairs without an addendum as long as cumulative actual costs for repairs, equipment, material and labor do not exceed \$1,000.00 for the total project. County will schedule and complete the work in a reasonable time upon receipt of the request.
- 1.3 The County agrees to use County equipment and labor to repair and maintain the aforementioned streets or public roads.
- 1.4 The County may provide materials for repair and maintenance of said roads, if not, then the City may obtain, haul and transport any materials needed for repair and maintenance.
- 1.5 The County agrees to keep accurate record of the equipment and labor, used in repair or maintenance of said roads and present same to City with monthly bills for the cost of use of equipment and labor. Copies of invoices or bills for materials and cost of transportation of same shall be presented monthly for reimbursement to the City Secretary.

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 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.
- 2.7 CITY agrees to pay actual cost of equipment and man-hours calculated using the current year FEMA rate schedule. Material cost will be calculated based on the purchase price. Upon completion of work performed by the County, the Department Head responsible for such work shall prepare and deliver an invoice to the County Treasure who will be responsible to send the City a bill. The County and the City Department Head responsible for supervising work under this contract shall complete and file such work orders on such form as prescribed by the City Secretary. In the event that repairs

and maintenance is not done with such regularity as to make monthly billing of the City practicable, then billing shall be done at the conclusion of each job. City shall pay costs of labor, use of equipment and materials and transportation within 45 days of receipt of said bills. The County Treasurer or if none the County Auditor shall be the agent for the County for receipt of said bills.

3. PROCEDURES DURING PROJECT

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

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 the 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, stormwater run-off plans, and continuation of services and plan;
- 5.4 If a Storm Water Prevention Plan is provided by CITY, COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the project.

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. It is also understood that the County must give priority to its own network of public roads and that this contract does not require the County to divert its resources to the maintenance of City streets or roads when such diversion would cause neglect of County road maintenance.

7. THIRD PARTY

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement 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 agreement 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 signature makes the agreement fully executed. This contract shall be renewed annually; however, it may be terminated at any time by either party upon 10 days written notice to the other party. The City Mayor and the County Judge shall be agents of the parties for the receipt of such notice.

COUNTY OF PARKER

CITY OF WILLOW PARK

COUNTY JUDGE

Date: 8-14-23

Authorized City Official

Date: _____

COMMISSIONER, PRECINCT FOUR

Attest:

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND
LEGALITY

COUNTY ATTORNEY

CITY ATTORNEY

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



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	Source of Funding	\$



ADDENDUM NO. 1 TO MUNICIPAL-COUNTY CONTRACT FOR ROAD REPAIR

This **ADDENDUM NO.1 TO MUNICIPAL-COUNTY CONTRACT FOR ROAD REPAIR** is intended to amend a prior written Contract between Parker County, Texas (hereinafter referred to as "**COUNTY**") and the City of Willow Park (hereinafter referred to as "**CITY**") previously executed on behalf of the **COUNTY** on **August 28, 2023,** and previously executed on behalf of the **CITY** on _____.

I.

In accordance with the attached Contract, both **COUNTY** and **CITY** agree and otherwise covenant with each other as to the following:

For purposes of the **COUNTY** providing road repair assistance to **CITY** :

<u>Location</u>	<u>Description of Work being Performed</u>	<u>Cost</u>
Emsley Road Repair		
Reclaim and Stabilizer		\$32,700.80
Chip Seal		\$14,827.60
Grade 4 Rock		\$132,292.25
Equipment & Labor		<u>\$47,528.40</u>
	Total Project Cost	\$227,349.05

The assistance to be provided above shall include labor and equipment needed for road repair.

Furthermore, **COUNTY** will deliver all materials and **CITY** will pay Vendors directly for all materials. **CITY** shall reimburse **County** for all labor and equipment.

II.

Any and all work to be performed by **COUNTY** for the benefit of **CITY** for the road repairs enumerated above shall be provided by the County Commissioner of Precinct Four (4) of Parker County, Texas, and his road crew of that precinct.

III.

All other obligations between **COUNTY** and **CITY** not otherwise amended by the Addendum No. 1 shall continue in full force and in effect.

IV.

The County Commissioner of Precinct Four (4) is designated as the agent for the **COUNTY** in regard to the road repair otherwise described in accordance with this Addendum No. 1.

V.

It is agreed between **COUNTY** and **CITY** that in exchange for the work to be performed as described in the enumerated item section I above, **CITY** shall pay to **COUNTY** **A TOTAL SUM, AND NOT TO EXCEED, TWO HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED FORTY NINE DOLLARS and 05/100 (\$227,349.05)**. Said payment shall be made in accordance with the original Contract between **COUNTY** and **CITY**.

VI.

It is further understood and agreed by and between **COUNTY** and **CITY** that the execution of same by the current County Judge of Parker County, Texas, and by the current Mayor of the City of Willow Park, Texas, shall constitute an acknowledgment that each contracting party hereto has approved this Addendum No. 1 by proper order, resolution, or ordinance by that respective governing body.

COUNTY OF PARKER



County Judge

Date: 8.28.23

CITY OF WILLOW PARK

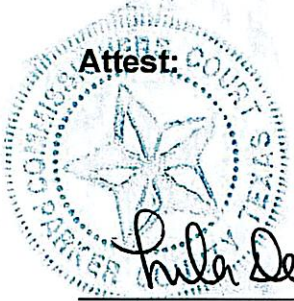
Authorized City Official

Date: _____


COMMISSIONER, PRECINCT FOUR

Date: 8/28/03

Attest:




County Clerk, Parker County

Attest:

City Secretary


COUNTY ATTORNEY

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

Emsley Rd - Willow Park

1.2 miles long x 22' wide

8/28/2025

Item 5.

A1 Base	\$12.35 /ton	x	435 tons	\$5,372.25
P2 Stabilizer	\$2.96 /gal	x	25000 gal	\$74,000.00
Prime Oil - AEP	\$3.30 /gal	x	1,200 gal	\$3,960.00
CRS2 Asphalt	\$2.88 /gal	x	12,000 gal	\$34,560.00
Grade 4 Rock	\$36.00 /ton	x	400 ton	\$14,400.00
				= \$132,292.25

(ESTIMATED MATERIAL TOTAL - MAY VARY)

(PRICES MAY VARY - ABOVE ARE COUNTY PRICES)

Reclaim & Stabilizer - 4 - 10 hr days

Employee	Per Hr	Equipment	Unit #	Per Hr
Brian R.	\$56.74 /hr	Asphalt Truck	450	\$39.34
Carroll	\$57.23 /hr	Reclaimer	455	\$214.97
Mark	\$53.51 /hr	Cat Blade	408	\$100.61
Lucas	\$50.09 /hr	Roller Pad Foot	433	\$29.12
Brent	\$50.09 /hr	Rubber Tire Roller	438	\$27.29
Al	\$52.85 /hr	Ford Flatbed	437	\$19.87
Tim	\$54.06 /hr	Ford	439	\$11.75

\$374.57 /hr \$442.95

\$374.57 x 10 = \$3,745.70 \$442.95 x 10 = \$4,429.50

\$3,745.70 + \$4,429.50 = \$8,175.20

\$8,175.20 X 4 DAYS = \$32,700.80

Labor and equipment
could vary

2 Course Chip Seal

Employee	Per Hr	Equipment	Unit #	Per Hr
Mark	\$53.51	Asphalt Truck	450	\$39.34
Alonzo	\$69.46	Chip Spreader	418	\$88.36
Michael	\$53.51	F350 Ford	425	\$16.81
Lucas	\$50.09	Rubber Tire Roller	438	\$27.29
Tim	\$54.06	Steel wheel roller	474	\$155.03
Ritchie	\$52.85	Rubber Tire Loader	424	\$39.35
Gary	\$54.18	6 yrd Dump Truck	435	\$52.96
George	\$55.91	6 yrd Dump Truck	404	\$52.96
Wayne	\$52.85	6 yrd Dump Truck	436	\$52.96
Carroll	\$57.23	6 yrd Dump Truck	458	\$52.96
Brian R.	\$56.74	6 yrd Dump Truck	460	\$52.96
Johnny	\$52.85	6 yrd Dump Truck	461	\$52.96
Al	\$52.85	F250 Ford Flatbed	437	\$19.87
Brent	\$50.09	3/4 ton Dodge	423	\$12.77

(including trusties)

\$766.18 \$716.58

\$766.18 x 10 = \$7,661.80 \$716.58 x 10 = \$7,165.80

\$7,661.80 + \$7,165.80 = \$14,827.60

ESTIMATED TOTAL FOR LABOR & EQUIPMENT = \$47,528.40

Labor and equipment
could vary