



# City of Saginaw

## City of Saginaw

**Meeting Date:** 10/17/2017

**Staff Contact:** Rick Trice  
Director of Public Works

**Agenda Item:** 7  
(CC-1017-20)

**E-mail:** [rtrice@saginawtx.org](mailto:rtrice@saginawtx.org)

**Phone:** 817-230-0449

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**SUBJECT:** Consideration and Action regarding an Interlocal Agreement with Tarrant County for the reconstruction and asphalt overlay of the City's portion of North Old Decatur Road

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**BACKGROUND/DISCUSSION:**

The proposed Interlocal Agreement with Tarrant County provides for the reconstruction and asphalt overlay of Old Decatur Road from Bailey-Boswell Rd. northward approximately 7,000 feet. Approximately 1,900 feet is within the city limits of Saginaw and the remainder is either within Tarrant County jurisdiction or within the city limits of Fort Worth. A separate agreement is being executed between Fort Worth and Tarrant County to define the responsibilities necessary to complete the project.

Under the proposed agreement Tarrant County will furnish labor and equipment for the project. The City of Saginaw will provide traffic control, a dump site, Storm Water Pollution Prevention, as needed, and water for its portion of the work. The responsibilities of both parties are specified in the proposed agreement. The project will commence as Tarrant County's workload permits after receipt of a "Notice to Proceed" by the city.

**FINANCIAL IMPACT:**

Funds to cover these expenditures are budgeted in multiple accounts in the Street Maintenance Fund Budget.

**RECOMMENDATION:**

Staff recommends approval of the Interlocal Agreement with Tarrant County for reconstruction and asphalt overlay of the City's portion of Old Decatur Road.

Attachments

Proposed Agreement  
Budget Information

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

This Interlocal Agreement is between **Tarrant County, Texas** ("COUNTY"), and the **City of Saginaw** ("CITY").

WHEREAS, the CITY is requesting the COUNTY'S assistance in the reconstruct and asphalt overlay of the CITY's portion of Old Decatur Road, the COUNTY's portion of Old Decatur Road, and the City of Ft. Worth's portion of the road (all referred to as the "Project")

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests 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 the COUNTY have authorized their representative to sign this Agreement; and
- e. 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.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

## **TERMS AND CONDITIONS**

### **1. COUNTY RESPONSIBILITY**

- 1.1 The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.
- 1.2 The project consists of the reconstruct and asphalt overlay of the project; being approximately 168,720 square feet. Pulverize the existing asphalt pavement and reclaiming to a depth of 8", lime stabilize, 4" of flex base, apply 2" Type B hot mix asphaltic concrete pavement binder, and apply 2" Type D hot mix asphaltic concrete pavement surface. Final shoulder reinforcement will be with recycled asphalt pavement product.

### **2. CITY RESPONSIBILITY**

- 2.1 CITY will provide flagmen and traffic control devices necessary for the project.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during the Project.
- 2.3 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.
- 2.4 CITY will furnish non-potable water for their portion of the Project.

### **3. PROCEDURES DURING PROJECT**

If the CITY has a complaint regarding the construction of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion. The section will built to COUNTY standards. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for maintenance and repairs for their portion 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 the CITY, the COUNTY will apply temporary and permanent striping coordinated through the Transportation Department to that part of the Project described in 1.2 above. Application of striping by the COUNTY is limited to this Project. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If a Storm Water Prevention Plan is provided by the CITY, the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

**6. TIME PERIOD FOR COMPLETION**

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

**7. THIRD PARTY**

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by 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 signing makes the Agreement fully executed.

**10. TERMINATION**

This Agreement will automatically terminate on either 12/31/17 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY

remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

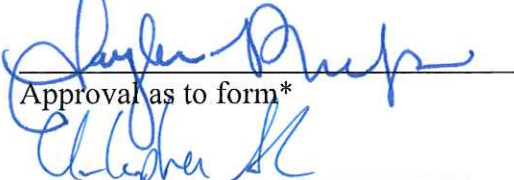
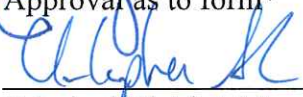
**TARRANT COUNTY, TEXAS**

  
\_\_\_\_\_  
COUNTY JUDGE

Date: October 3, 2017

  
\_\_\_\_\_  
COMMISSIONER, PRECINCT FOUR  
J.D. JOHNSON October 3, 2017

Attest:

  
\_\_\_\_\_  
Approval as to form\*  
  
\_\_\_\_\_  
Criminal District Attorney's Office\*  
October 3, 2017

**CITY OF SAGINAW**

\_\_\_\_\_  
Todd Flippo  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Janice England, City Secretary  
\_\_\_\_\_  
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.

**Approval of a Project for an Interlocal Agreement Between  
Tarrant County, Texas and City of Saginaw**

Tarrant County, Texas, acting by and through the Tarrant County Commissioners Court, has been advised of the following described Project involving the construction, improvement, or repair of a building, road or other facility. In accordance with Texas Government Code § 791.014, Tarrant County hereby gives its specific written approval for the Project prior to the project beginning. The project information is as follows:

PROJECT and LOCATION:

Rehabilitation for:

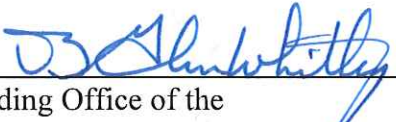
- Old Decatur between Bailey Bowell and Heritage Trace

All locations listed above are collectively located within the municipal limits of the City of Fort Worth, City of Saginaw, and Tarrant County Commissioner Precinct 4.

The local governments that have requested the Project and with whom the Interlocal Agreement is by and between are Tarrant County, Texas, and the City of Saginaw, Texas.

By vote on the date below, the Tarrant County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Tarrant County Commissioners Court.

Date: October 3, 2017

By:   
Presiding Office of the  
Tarrant County Commissioners Court