

# THE STATE OF TEXAS

## COUNTY OF TARRANT

## INTERLOCAL AGREEMENT

### Precinct 3

### City Project Number 104319

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

WHEREAS, the CITY is requesting the COUNTY's assistance to:

- Full Depth Reclamation for **Old Denton Road (1)** located within the city of Fort Worth From 270' north of Overlock Creek Dr to Westport Pkwy (Approximately 1,110 linear feet).
- Full Depth Reclamation for **Old Denton Road (2)** located within the city of Fort Worth from Westport Pkwy to Day Rd (Approximately 6,860 linear feet).
- Full Depth Reclamation for **Elizabethtown Cemetery Road** located within the city of Fort Worth from Day Dr to Eagle Pkwy (Approximately 3,410 linear feet).
- Full Depth Reclamation for **Keller Hicks Road** located within the city of Fort Worth from Lacy Lane to Harmon Road (Approximately 1,400 linear feet).

Collectively, hereinafter 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 representatives to sign this Agreement.

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

## TERMS AND CONDITIONS

### 1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

COUNTY will utilize CITY vendor to mill and remove excess materials, the COUNTY will reclaim and stabilize the exposed subgrade, regrade, shape, and prime the stabilized

roadbed, place two inches of asphalt base, place two inches of asphalt surface, backfill pavement edges (materials must be stockpiled or available within close proximity to the project) and clean the project of excessive spoil materials.

## **2. CITY RESPONSIBILITY**

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost, for the Project. The CITY will provide the COUNTY with a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost. (Estimated Material Cost not to exceed: \$1,196,565)
- 2.2 The CITY will pay one-half of the COUNTY'S fuel cost incurred for the Project. The COUNTY will invoice the CITY for one-half of the cost of the fuel consumed at the conclusion of the project. If the COUNTY has begun work on the Project but the work has not been completed at the termination of this Agreement, the CITY is still obligated to pay its share of the COUNTY'S fuel cost incurred for the Project up to the date of termination of this Agreement. (Estimated Fuel Cost not to exceed \$18,893).
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct the project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and will provide portable message boards to supplement traffic control as needed. The CITY will supply the COUNTY with a purchase order for the appropriate traffic control vendor to cover project needs prior to mobilization of any equipment (Estimated Cost up to \$74,604).
- 2.4 The CITY will be responsible for providing or reimbursing the COUNTY for all temporary and/or permanent striping required for the project (Estimated Cost up to \$5,107).
- 2.5 The CITY will be responsible to provide the milling and removal of excess road base materials for the project (Estimated Cost up to \$111,818).
- 2.6 The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours. (Estimated Cost up to \$3,300).
- 2.7 The CITY will adjust all utilities, manholes and valve boxes necessary to construct any and all parts of this Project.
- 2.8 The CITY will provide the COUNTY with a hydrant meter and all water necessary for construction of the Project at no cost to the COUNTY.
- 2.9 The CITY will furnish all rights of way, plan specifications, engineering drawings, survey, and laboratory testing required for construction of any and all parts of this Project.
- 2.10 CITY will notify and get clearance from other CITY utility departments and franchise utilities prior to entering into agreement. If any of the utilities are shallow and must be relocated, the CITY shall confirm the relocation is complete prior to scheduling the project.
- 2.11 The CITY will furnish a dump site within close proximity to the Project for the COUNTY to dump all spoils and waste materials generated during construction of this Project as needed.
- 2.12 The CITY shall remove or trim any overhanging limbs or brush that may interfere with COUNTY equipment or progress prior to the start of the project.

- 2.13 If a Storm Water Pollution Prevention Plan ("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.

**Compliance with Laws.** In providing the services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits

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

- 3.1 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. If the complaint is found credible, the COUNTY will make said repair and bear the cost of the repair. COUNTY will make said repair as soon as reasonably possible.
- 3.2 Upon expiration of 30 days after the project completion, the CITY will be solely responsible for the maintenance and repairs of the entire 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 or governmental immunity.

### **5. OPTIONAL SERVICES**

- 5.1 If mutually agreed by the CITY and the COUNTY, the COUNTY will provide traffic control required for the Project. This responsibility includes all signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site with the exception of any portable changeable message boards which will be supplied by the CITY. Traffic control measures provided by the COUNTY will be billed at the actual labor cost plus 10% for use of the COUNTY traffic control devices.
- 5.2 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. 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.

### **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. There is no deadline for completion of the Project.

### **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 OF AGREEMENT**

This Agreement will automatically terminate on December 31, 2023, 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.

This Agreement may be renewed prior to its expiration upon the mutual written consent of the parties.

**11. DISCLOSURE**

The CITY acknowledges that it is 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.

**TARRANT COUNTY, TEXAS**

\_\_\_\_\_  
Tim O'Hare  
COUNTY JUDGE

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

\_\_\_\_\_  
Gary Fickes  
COMMISSIONER, PRECINCT 3

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

**CITY OF FORT WORTH**

\_\_\_\_\_  
William Johnson (May 2, 2023 16:27 CDT)  
William Johnson  
ASSISTANT CITY MANAGER

Date: May 2, 2023

\_\_\_\_\_  
Lauren Prieur (May 2, 2023 09:00 CDT)  
Lauren Prieur, P.E.  
DIRECTOR, T/PW DEPARTMENT


Date: May 2, 2023

Attest:  
\_\_\_\_\_  
Jannette S. Goodall  
City Secretary

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Criminal District Attorney's Office\*

  
\_\_\_\_\_  
DBlack (May 2, 2023 15:13 CDT)

Douglas W. Black  
Sr. Assistant City Attorney  
M&C No. 23-0318 M&C Date: 4/25/2023

\* 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.

**2023 INTERLOCAL AGREEMENT WITH TARRANT COUNTY – PRECINCT 3**

**City Project Number 104319**

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract for the City, including ensuring all performance and reporting requirements.

**Riad Nusrallah**

Riad Nusrallah

Sr. Professional Engineer

2023 ILA Precinct-3 Rehabilitation Project  
(CD 7/Future CD 10)



	Street Limits	Block
	Keller Hicks Road - 1400 feet south of Keller Hicks Road	11300 - 11599

# 2023 ILA Precinct-3 Rehabilitation Project (CD 7/Future CD 10)



	Street Limits	Block
Road	Day Road - Eagle Pkwy	14200 - 14899
	Westport Pkwy - Day Road	13500 - 14299
	260 ft north of Overlook Creek Drive - Westport Parkway	13250 - 13499



# CITY COUNCIL AGENDA



## Create New From This M&C

**DATE:** 4/25/2023 **REFERENCE NO.:** \*\*M&C 23-0318 **LOG NAME:** 2023 INTERLOCAL AGREEMENT TARRANT COUNTY PRECINCT -3  
**CODE:** C **TYPE:** CONSENT **PUBLIC HEARING:** NO  
**SUBJECT:** (CD 7 / Future CD 10) Authorize Execution of an Interlocal Agreement with Tarrant County with City Participation in the Amount of \$1,416,886.00 for Street Rehabilitation at Four Locations

## RECOMMENDATION:

It is recommended that the City Council authorize execution of an Interlocal Agreement with Tarrant County with City participation in the amount of \$1,416,886.00 for street rehabilitation at four locations: *Elizabeth Cemetery Road, two locations along Old Denton Road and Harmon Road* (City Project No. 104319).

## DISCUSSION:

In the Fiscal Year 2023 Pay-Go General Capital Projects Program, various types of street maintenance techniques are grouped into specific contract packages, including Interlocal Agreements with other governmental entities. This Mayor and Council Communication (M&C) will provide street rehabilitation for approximately six lane miles on four street segments.

Tarrant County Precinct 3 has agreed to enter into an Interlocal Agreement for the rehabilitation of the streets shown in the table below. Under this agreement, Tarrant County will provide all necessary labor and equipment to perform this work and the City of Fort Worth (City) agrees to pay for the cost of materials and other incidentals in the amount shown in the table. Additionally, the City agrees to provide traffic control for the duration of the project or as deemed necessary by Tarrant County (City Project No. 104319).

The locations covered under this agreement and the project budget information are in the tables below:

Street Name	Street Limits	Block	Cost
Elizabethtown Cemetery Road	Day Road- Eagle Pkwy	14200-14899	\$419,981.81
Old Denton Road	Westport Pkwy- Day Road	13500-14299	\$663,129.17
Old Denton Road	260ft. North of Overlook Creek Drive- Westport Pkwy	13250-13499	\$198,938.75
Harmon Road	Keller Hicks Road- 1400ft. South of Keller Hicks Road	11300-11599	\$134,836.27

Construction for this project is expected to start in May 2023 and be completed by December 2023. Upon completion of the project there will be no anticipated impact on the General Fund operating budget.

Funding is budgeted in the TPW Highway & Streets Department's General Capital Projects Fund for the purpose of funding the 2023 Interlocal Agreement TC project, as appropriated.

A Form 1295 is not required because: This contract will be with a governmental entity, state agency or public institution of higher education: Tarrant County

The project is located in COUNCIL DISTRICT 7/FUTURE COUNCIL DISTRICT 10.

**FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that funds are available in the current capital budget, as previously appropriated, in the General Capital Projects Fund for the 2023 Interlocal Agreement TC project to support approval of the above recommendation and execution of the agreement. Prior to any expenditure being incurred, the Transportation & Public Works Department has the responsibility to validate the availability of funds.

**TO**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
------	---------------	---------	------------	---------	----------	-------------	----------------------------	--------

**FROM**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
------	---------------	---------	------------	---------	----------	-------------	----------------------------	--------

---

<b><u>Submitted for City Manager's Office by:</u></b>	William Johnson (5806)
---	------------------------

<b><u>Originating Department Head:</u></b>	Lauren Prieur (6035)
--	----------------------

<b><u>Additional Information Contact:</u></b>	Monty Hall (8662)
---	-------------------

---

**ATTACHMENTS**

2023 INTERLOCAL AGREEMENT TARRANT COUNTY PRECINCT-3 funds availability.pdf (CFW Internal)

FID Table 104319(3).xlsx (CFW Internal)

Haromn Rd Map.pdf (Public)

Old Denton Rd Elizabethtown Center Rd Map.pdf (Public)











# 104319-EPIA-2023 Interlocal Agreement, Precinct 3

















Final Audit Report

2023-05-02

Created:	2023-04-29
By:	Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAADeGeF2yCXAAFHfP22RTPTTFogstX_Eqm

## "104319-EPIA-2023 Interlocal Agreement, Precinct 3" History

-  Document created by Andrea Munoz (Andrea.Munoz@fortworthtexas.gov)  
2023-04-29 - 1:48:16 AM GMT- IP address: 204.10.90.100
-  Document emailed to Ilianisse.FigueroaAponte@fortworthtexas.gov for filling  
2023-05-01 - 3:57:39 PM GMT
-  Document emailed to Riad.Nusrallah@fortworthtexas.gov for filling  
2023-05-01 - 3:57:39 PM GMT
-  Email viewed by Ilianisse.FigueroaAponte@fortworthtexas.gov  
2023-05-01 - 4:36:20 PM GMT- IP address: 204.10.90.100
-  Signer Ilianisse.FigueroaAponte@fortworthtexas.gov entered name at signing as Ilianisse Figueroa Aponte  
2023-05-01 - 4:36:37 PM GMT- IP address: 204.10.90.100
-  Form filled by Ilianisse Figueroa Aponte (Ilianisse.FigueroaAponte@fortworthtexas.gov)  
Form filling Date: 2023-05-01 - 4:36:39 PM GMT - Time Source: server- IP address: 204.10.90.100
-  Email viewed by Riad.Nusrallah@fortworthtexas.gov  
2023-05-01 - 9:37:03 PM GMT- IP address: 204.10.90.100
-  Signer Riad.Nusrallah@fortworthtexas.gov entered name at signing as Riad Nusrallah  
2023-05-01 - 9:38:12 PM GMT- IP address: 204.10.91.100
-  Form filled by Riad Nusrallah (Riad.Nusrallah@fortworthtexas.gov)  
Form filling Date: 2023-05-01 - 9:38:14 PM GMT - Time Source: server- IP address: 204.10.91.100
-  Document emailed to omar.elbagalati@fortworthtexas.gov for filling  
2023-05-01 - 9:38:16 PM GMT

-  Email viewed by omar.elbagalati@fortworthtexas.gov  
2023-05-01 - 9:40:30 PM GMT- IP address: 47.185.1.186
-  Signer omar.elbagalati@fortworthtexas.gov entered name at signing as Omar Elbagalati  
2023-05-01 - 9:42:34 PM GMT- IP address: 47.185.1.186
-  Form filled by Omar Elbagalati (omar.elbagalati@fortworthtexas.gov)  
Form filling Date: 2023-05-01 - 9:42:36 PM GMT - Time Source: server- IP address: 47.185.1.186
-  Document emailed to Leon.Wilson@fortworthtexas.gov for filling  
2023-05-01 - 9:42:37 PM GMT
-  Email viewed by Leon.Wilson@fortworthtexas.gov  
2023-05-01 - 9:59:32 PM GMT- IP address: 107.214.166.44
-  Signer Leon.Wilson@fortworthtexas.gov entered name at signing as Leon Wilson, Jr.  
2023-05-02 - 12:41:48 PM GMT- IP address: 204.10.90.100
-  Form filled by Leon Wilson, Jr. (Leon.Wilson@fortworthtexas.gov)  
Form filling Date: 2023-05-02 - 12:41:50 PM GMT - Time Source: server- IP address: 204.10.90.100
-  Document emailed to Michael.Owen@fortworthtexas.gov for filling  
2023-05-02 - 12:41:51 PM GMT
-  Email viewed by Michael.Owen@fortworthtexas.gov  
2023-05-02 - 1:09:06 PM GMT- IP address: 204.10.90.100
-  Signer Michael.Owen@fortworthtexas.gov entered name at signing as Michael Owen  
2023-05-02 - 1:10:33 PM GMT- IP address: 204.10.90.100
-  Form filled by Michael Owen (Michael.Owen@fortworthtexas.gov)  
Form filling Date: 2023-05-02 - 1:10:35 PM GMT - Time Source: server- IP address: 204.10.90.100
-  Document emailed to Lauren.Prieur@fortworthtexas.gov for signature  
2023-05-02 - 1:10:37 PM GMT
-  Email viewed by Lauren.Prieur@fortworthtexas.gov  
2023-05-02 - 2:00:22 PM GMT- IP address: 204.10.90.100
-  Signer Lauren.Prieur@fortworthtexas.gov entered name at signing as Lauren Prieur  
2023-05-02 - 2:00:40 PM GMT- IP address: 204.10.90.100
-  Document e-signed by Lauren Prieur (Lauren.Prieur@fortworthtexas.gov)  
Signature Date: 2023-05-02 - 2:00:42 PM GMT - Time Source: server- IP address: 204.10.90.100
-  Document emailed to Priscilla.Ramirez@fortworthtexas.gov for approval  
2023-05-02 - 2:00:44 PM GMT

 Email viewed by Priscilla.Ramirez@fortworthtexas.gov

2023-05-02 - 4:09:56 PM GMT- IP address: 204.10.90.100

 Signer Priscilla.Ramirez@fortworthtexas.gov entered name at signing as Priscilla Ramirez

2023-05-02 - 4:10:22 PM GMT- IP address: 204.10.90.100

 Document approved by Priscilla Ramirez (Priscilla.Ramirez@fortworthtexas.gov)

Approval Date: 2023-05-02 - 4:10:24 PM GMT - Time Source: server- IP address: 204.10.90.100

 Document emailed to Douglas.Black@fortworthtexas.gov for signature

2023-05-02 - 4:10:41 PM GMT

 Email viewed by Douglas.Black@fortworthtexas.gov

2023-05-02 - 5:46:36 PM GMT- IP address: 204.10.90.100

 Document declined by Douglas.Black@fortworthtexas.gov

Decline reason: We've lost the spaces for the M&C on the ILA form. Please write in the M&C number and date below my signature block.

Thanks, Doug

2023-05-02 - 5:49:51 PM GMT- IP address: 204.10.90.100