

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH AND THE
CITY OF SAGINAW**

**INTERSECTION IMPROVEMENTS TO FARM TO MARKET 156 AT INDUSTRIAL
BOULEVARD / CANTRELL SANSOM ROAD**

This Interlocal Agreement ("**Agreement**") is made between the City of Fort Worth ("**Fort Worth**"), a home-rule municipal corporation of the State of Texas, and the City of Saginaw ("**Saginaw**"), a home-rule municipal corporation of the State of Texas. The cities of Fort Worth and Saginaw are collectively referred to as the "**Parties**" and individually as a "**Party**"; and

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, each governing body, in performing governmental functions or in funding the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, this Agreement is to provide a government function or service that each Party is authorized to perform individually; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties, that the undertaking will benefit the public and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, there are planned intersection improvements on Farm to Market 156 ("FM 156") at Industrial Boulevard and Cantrell Sansom Road (the "Project") to improve safety, efficiency and level of service; and

WHEREAS, the Project is located in Tarrant County and within the cities of Saginaw, Fort Worth, and Blue Mound; and

WHEREAS, the City of Saginaw is responsible for the Project design and environmental clearances; and

WHEREAS, the cities of Saginaw, Fort Worth, and Blue Mound are responsible for Project right of way and utility adjustment requirements within their city limits; and

WHEREAS, the Project has been selected for federal funding for the construction phase by the Regional Transportation Council of the North Central Texas Council of Governments ("NCTCOG") under the COVID-19 Infrastructure Program; and

WHEREAS, the Texas Department of Transportation ("TxDOT") will manage the Project and will execute an Advance Funding Agreement ("AFA") in the approximate amount

of \$4,000,000.00 with Saginaw, which includes approximately \$2,700,000.00 in federal funding for the construction phase; and

WHEREAS, the federal funding requires a local match in the approximate amount of \$390,000.00, which Fort Worth's Project participation is in the approximate amount of \$110,000.00 for the subsurface utility engineering ("SUE") and construction phase local match; and

WHEREAS, Saginaw will execute individual interlocal agreements to accept local funding proportional to the construction improvements, and to provide for ROW and utility adjustment participation as it relates to that municipality;

NOW THEREFORE, IN CONSIDERATION of the above recitals and the mutual promises and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1 **PROJECT**

Project. Fort Worth and Saginaw agree to cooperate for the implementation of the intersection improvements of FM 156 at Industrial Blvd. / Cantrell Sansom Road.

ARTICLE 2 **DUTIES**

Saginaw. Saginaw agrees to: 1) execute an AFA with TxDOT for the local match contribution and for TxDOT to manage implementation of the Project, 2) provide for the design and environmental clearance of the Project, that will be included as part of the AFA, and 3) either provide for or participate in the funding for the necessary ROW and utility adjustments to accommodate the Project that are Saginaw's responsibility.

Fort Worth. Fort Worth agrees to: 1) provide funding in the approximate amount of \$110,000.00 for the SUE and construction phase local match of the Project that are within the Fort Worth city limits and 2) either provide for or participate in the funding for the necessary ROW and utility adjustments to accommodate the Project that are Fort Worth's responsibility (including Fort Worth utilities that are located in Saginaw)

ARTICLE 3 **GENERAL TERMS**

A. **Current Revenue.** No debt is created by this Agreement. Saginaw and Fort Worth each hereby warrant that all payments, contributions, fees and disbursements, if any, required under this Agreement shall be made from then-current revenues.

B. **No Waiver of Immunity or Defenses.** Nothing in the performance of this Agreement shall impose any liability for claims against either Fort Worth or Saginaw, other than claims for

which the Texas Tort Claims Act may impose liability. Nothing contained herein shall be deemed to waive any immunity or defense or constitute a waiver of governmental immunity by Fort Worth or Saginaw.

C. No Third Party Beneficiaries. It is understood by the Parties that this Agreement is entered into for the mutual convenience and purposes of Saginaw and Fort Worth and it is the Parties intent that no other person shall be construed as a beneficiary of this Agreement. Further, the Parties do not intend for any third party to obtain any right by virtue of this Agreement.

D. No Creation of Rights. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those stated in the Agreement. Further, this Agreement shall not create any rights in any party not a signatory to the Agreement.

E. Force Majeure. If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of such event. The obligations of the party giving such notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

F. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

G. Amendment. This Agreement may only be amended, altered, or revoked by written instrument duly authorized and signed by the parties to such amendment.

H. Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by electronic means with confirmation of the transmission, or (3) received by the other Party by United States Mail, registered, return, receipt requested, addressed as follows:

City of Fort Worth
Attn: William Johnson,
Assistant City Manager
200 Texas Street
Fort Worth, TX 76102-6311
Facsimile: (817) 392-8654

City of Saginaw
Attn: Gabe Reaume
City Manager
333 West Mcleroy Blvd
Saginaw, TX 76179
Facsimile: 817-232-4644

Email: William.Johnson@fortworthtexas.gov

Email: greame@saginawtx.org

With Copy to the City Attorney at same mailing address.

The parties may from time to time change their respective addresses, and each shall have the right to specify as its address any other address upon at least ten days written notice to the other party.

I. Entire Agreement. This Agreement, including any exhibits attached and made a part hereof, is the entire Agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

J. Effective Date and Term. This Agreement shall become effective immediately upon its execution by both parties and shall be for a term of one year or until completion of the Project, whichever occurs last.

K. Non Discrimination. Neither Fort Worth nor Saginaw, nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

Fort Worth and Saginaw agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, religion, color, sexual orientation, or national origin, nor will either party permit its respective agents, employees, subcontractors or program participants to engage in such discrimination.

ACCORDINGLY, Fort Worth and Saginaw have each caused this instrument to be executed in **duplicate** on each city's respective behalf by its duly authorized representative.

SIGNATURE PAGES TO FOLLOW

EXECUTED and EFFECTIVE as of the date last written by a signatory, below.

CITY OF FORT WORTH, TEXAS:

CITY OF SAGINAW, TEXAS

By: _____

William Johnson
Assistant City Manager

Date: _____

By: _____

Todd Flippo
Mayor

Date: _____

APPROVAL RECOMMENDED:

By: _____

Lauren Prieur, Interim Director
Transportation and Public Works

APPROVAL RECOMMENDED:

By: _____

Randy Newsom
Director of Public Works

APPROVED AS TO FORM AND LEGALITY:

By: _____

Douglas W. Black
Senior Assistant City Attorney

FORM 1295: N/A

CONTRACT AUTHORIZATION

M&C:

Date Approved:

ATTEST:

By: _____

Jannette S. Goodall
City Secretary

CONTRACT COMPLIANCE MANAGER:

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

By: _____

Transportation Manager