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CITY OF FORT WORTH
CITY SECRETARY

CITY SECRETARY
CONTRACT NO. 47705

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

Water Transmission Main, Roadway Improvements on Old Decatur Road Between Springhill Drive and the Northern City Limits Of Saginaw, and Saginaw CCN

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This Interlocal Agreement ("Agreement") is entered into by and between the City of Saginaw, a Texas home rule municipality, acting by and through Mayor Gary Brinkley, its duly authorized representative, ("Saginaw"), and the City of Fort Worth, a Texas home rule municipality, acting by and through its duly authorized Assistant City Manager ("Fort Worth").

I. RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, authorizes municipalities to enter into interlocal agreements for the providing of governmental functions and services; 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, 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, Fort Worth's application for Certificate Convenience and Necessity (CCN) No. 12311which included the boundaries of the City of Saginaw was approved without protest or objection; and

WHEREAS, Saginaw now seeks to acquire the property within its city limits into Saginaw's own CCN and has filed an application with the Public Utility Commission (PUC); and

WHEREAS, Fort Worth supports the granting of the CCN to Saginaw for the property within Saginaw's city limits; and

WHEREAS, Saginaw and Fort Worth desire to install a water transmission main and roadway improvements to a specified portion of Old Decatur Road, a portion of which is located within the territorial limits of Saginaw and a portion of which is located within the territorial limits of Fort Worth.

NOW THEREFORE, Saginaw and Fort Worth agree as follows:

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FT. WORTH, TX

II. TERMS AND CONDITIONS

A. Project. Fort Worth and Saginaw (the "Parties") agree to cooperate in the construction of the water transmission main and roadway improvements on Old Decatur Road between Springhill Drive and the northern City Limits of Saginaw, as indicated in Exhibits "A", "B" and "C", which shall be let and completed as a single construction contract (the "Project").

B. Design of the Project. The Parties acknowledge and agree that Fort Worth will prepare the Project design and that Fort Worth shall be solely responsible for the Project design. Saginaw shall have the opportunity to review the final plans and Fort Worth will address Saginaw's comments to the extent they do not materially change the intent of the project.

C. Project Obligations. Fort Worth will pay for the entire project construction costs including all necessary utility adjustments so the new water transmission main can be installed. Fort Worth will pay for the replacement of the section of Old Decatur Road as shown on Exhibit "A". Saginaw will grant Fort Worth a 30-foot easement for the water transmission main in the Old Decatur Road right-of-way at no cost to Fort Worth. Fort Worth will prepare the easement documents.

D. Award, Construction, and Maintenance. Fort Worth shall be responsible for:

1. Competitive procurement and award of the construction contract for the Project;
2. Preparation of Project contract documents;
3. Inspection of Project construction;
4. Securing from its contractor a 2 year, 100% maintenance bond in favor of Saginaw for the pavement construction.

E. 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 current revenues.

F. 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.

G. Support of Saginaw's CCN Application. Fort Worth will support Saginaw's application to the PUC to grant Saginaw a CCN for the property within its incorporated limits as shown in Exhibit "D". Fort Worth agrees to submit to the PUC all reasonably requested documentation or showing of support to support Saginaw's application.

H. 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.

I. 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.

J. 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 over come such inability.

K. 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.

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

M. Notice. Any notice provided for or permitted under this Agreement shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, postage prepaid, certified with return receipt requested, and addressed to the party to be notified, or (iii) sending by electronic means, with a copy thereof sent by registered mail on the same day. If notice is deposited in the mail pursuant to (ii) or (iii) of this Article, it will be effective upon receipt or refusal. For the purpose of notice, the addresses of the parties are, until changed as provided below, as follows:

City of Fort Worth
Water Department
Attn: Roberto C. Sauceda, P.E.
1000 Throckmorton
Fort Worth, Texas 76102

With copy to:
Douglas W. Black, Sr. Assistant City Attorney
1000 Throckmorton Street
Fort Worth, Texas 76102

City of Saginaw
Attn: Nan Stanford, City Manager
333 West McLeroy Blvd.
Saginaw, Texas 76179

With copy to:
Bryn Meredith, City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

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.

N. 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.

O. 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 first. This Agreement may be renewed annually as necessary.

P. 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 **quadruplicate** on each city's respective behalf by its duly authorized representative.

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

CITY OF SAGINAW

By: _____
Gary Brinkley, Mayor
Date: 4-5-2016

ATTEST:

_____
Janice England, City Secretary

Approved as to Form and Legality:

_____
Bryn Meredith, City Attorney

CITY OF SAGINAW TEXAS CORPORATE SEAL

CITY OF FORT WORTH

By: _____
Jesus J. Chapa, Assistant City Manager
Date: 7-19-16

ATTEST:

_____
Mary J. Kayser, City Secretary

M&C No. N/A Date _____

CITY OF FORT WORTH TEXAS

RECOMMENDED FOR APPROVAL:

By: _____
Acting ~~Andrew T. Cronberg, P.E.~~, Assistant Director
Water Department

Approved as to Form and Legality:

No M&C Req'd

_____
Douglas W. Black
Sr. Assistant City Attorney

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

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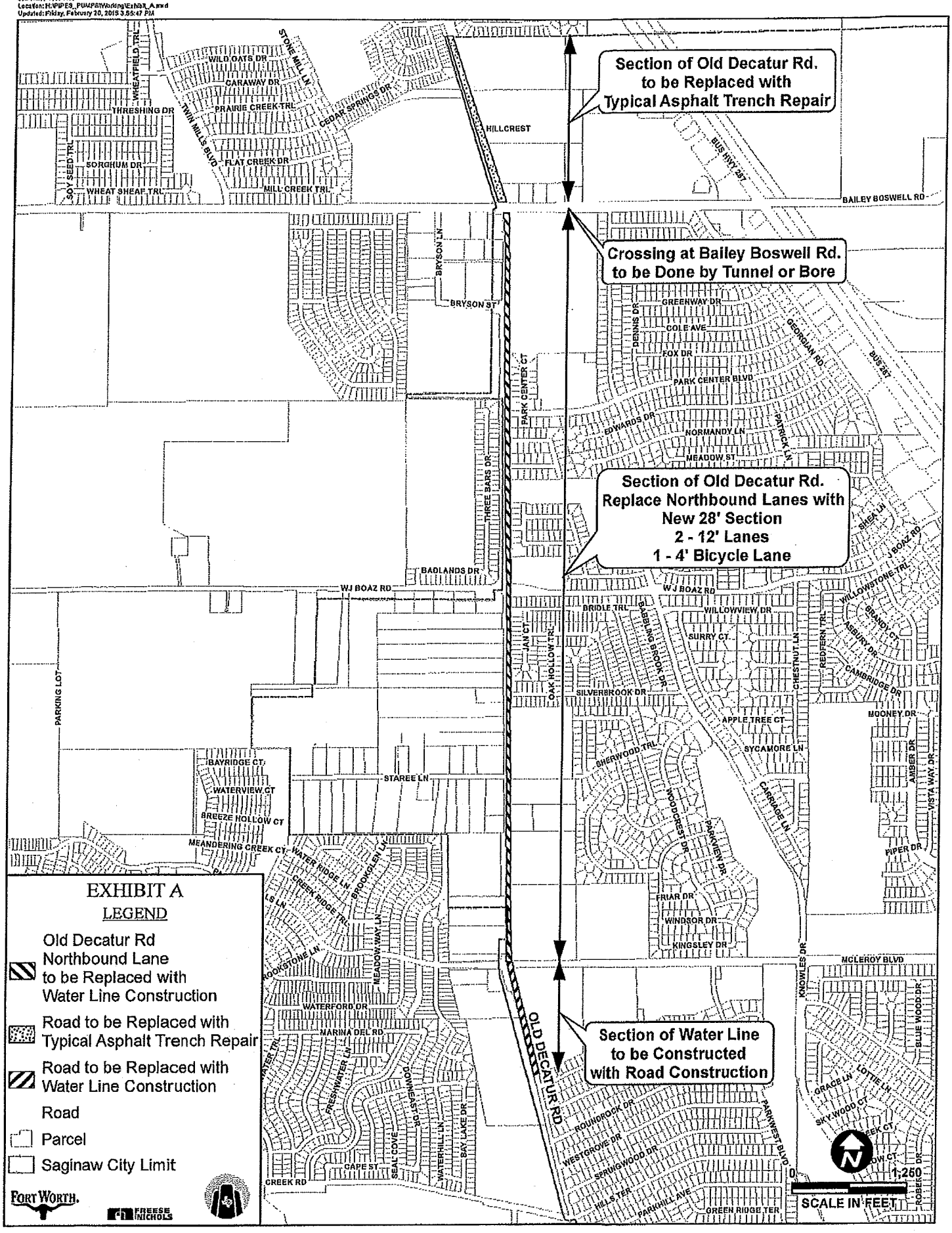

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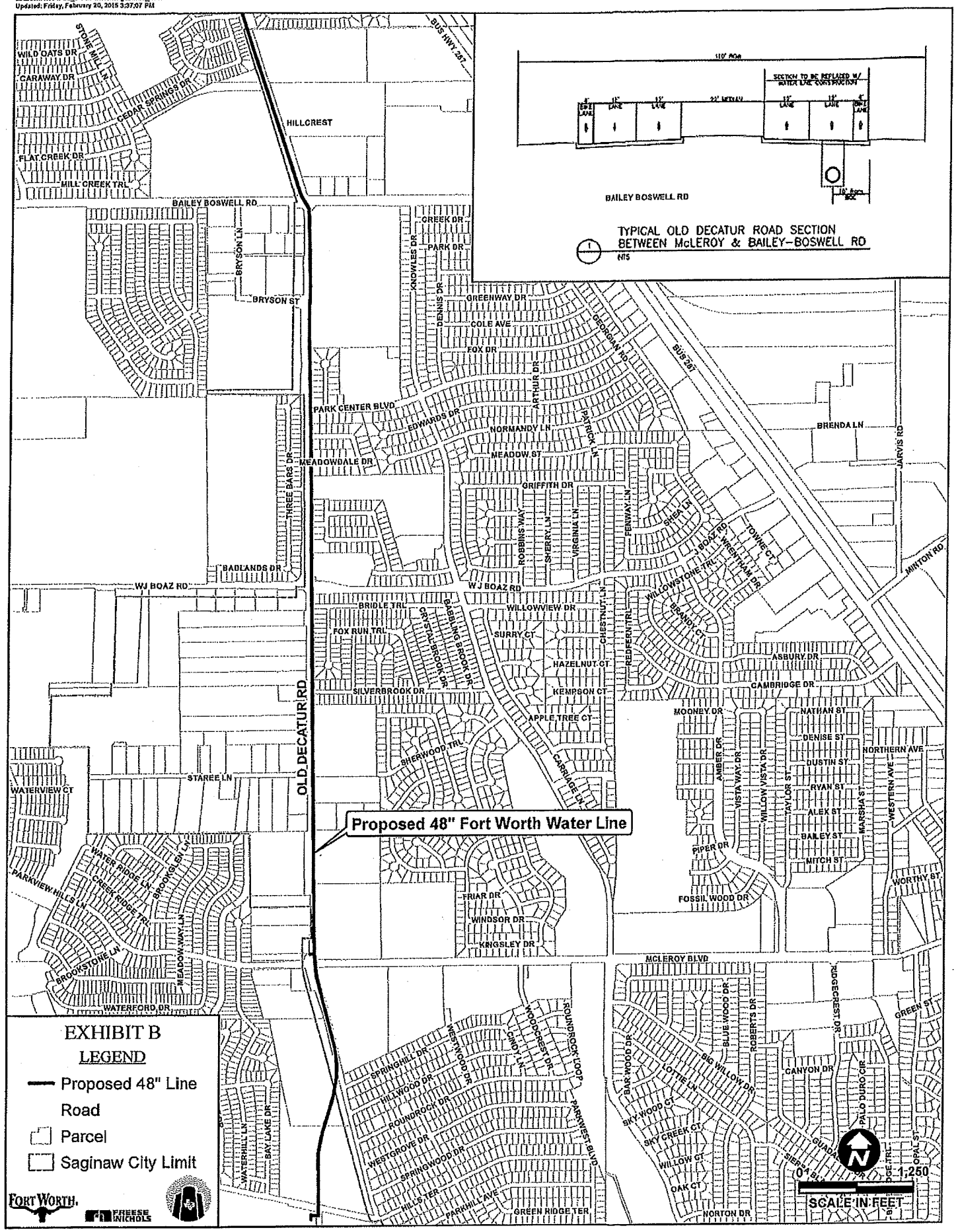
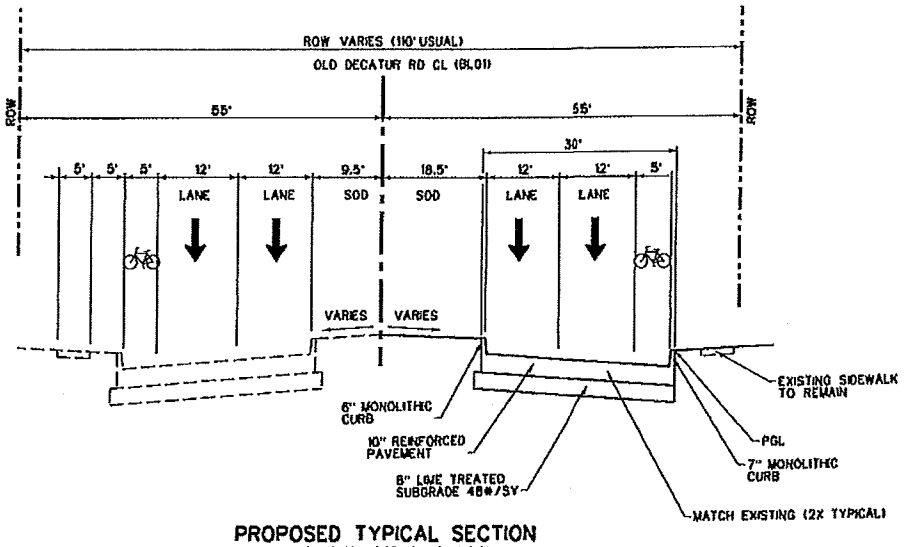
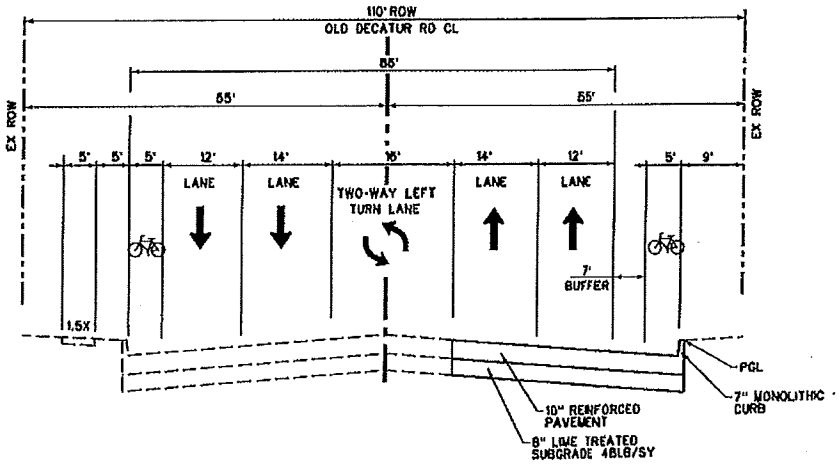




PROPOSED TYPICAL SECTION
OLD DECATUR ROAD

NOT TO SCALE
STA 108+00 TO STA 132+00
STA 144+50 TO STA 188+00



PROPOSED TYPICAL SECTION
OLD DECATUR ROAD

NOT TO SCALE
STA 132+00 TO STA 144+50

EXHIBIT C

LEGEND

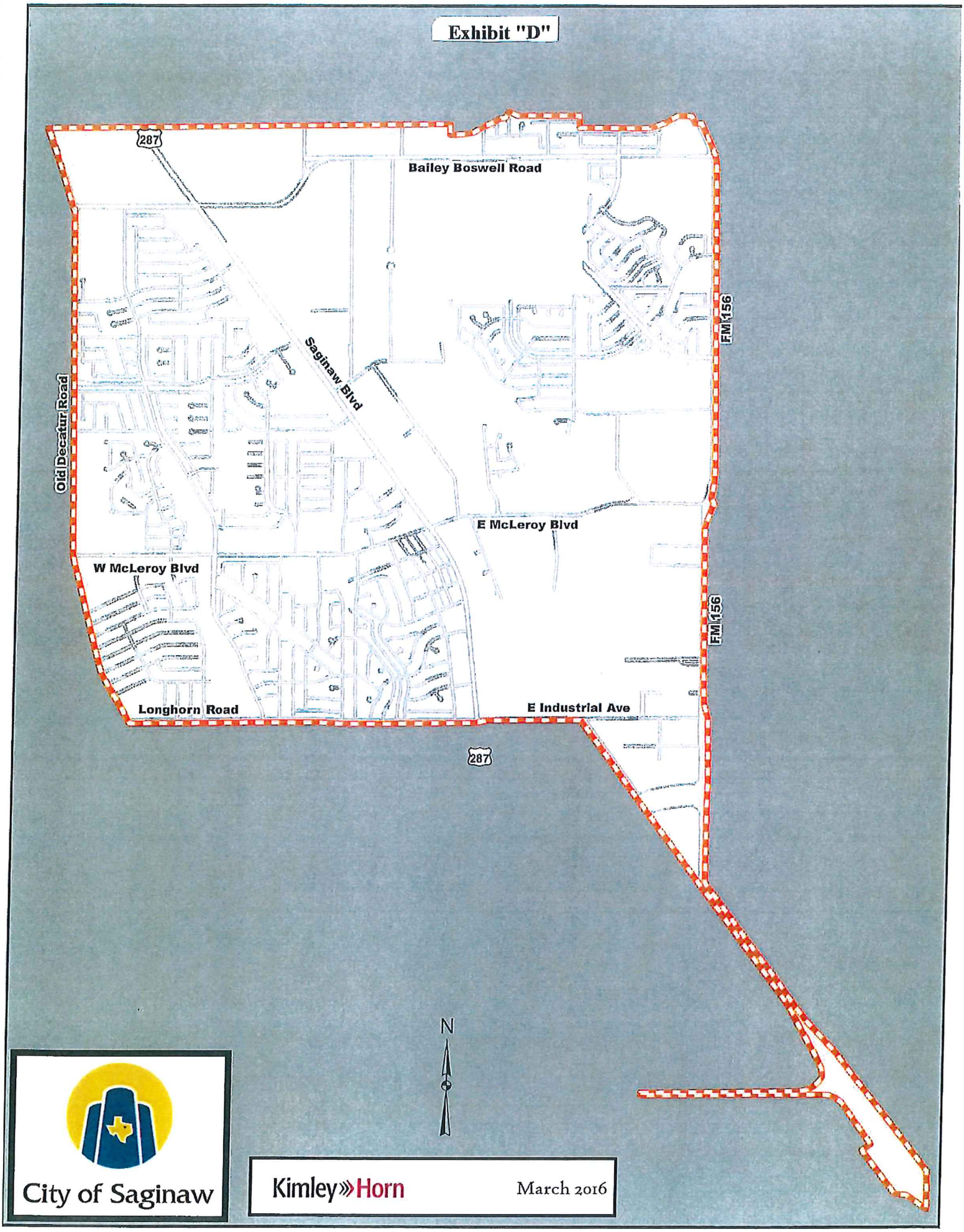
——— PROPOSED OLD DECATUR RD

- - - - - EXISTING OLD DECATUR RD

FORT WORTH

FREESE AND NICHOLS

Exhibit "D"


287
Bailey Boswell Road
FM 156
Saginaw Blvd
Old Decatur Road
E McLeroy Blvd
W McLeroy Blvd
FM 156
Longhorn Road
E Industrial Ave
287
N
City of Saginaw
Kimley»Horn
March 2016