



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144884

PAGE 1 OF 7

DATE: 3/4/2025

**SUBJECT: CONSIDERATION OF INTERLOCAL AGREEMENT WITH THE CITY OF
PELICAN BAY FOR THE STRIPING OF LIBERTY SCHOOL ROAD -
PRECINCT 4**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and the City of Pelican Bay for the striping of Liberty School Road, located in Precinct 4.

BACKGROUND

The City of Pelican Bay is requesting the County's assistance with applying permanent roadway striping on Liberty School Road from Sandy Beach Road to Pelican Drive South.

The County will provide labor, equipment and materials that will be reimbursed by the City in an amount not to exceed \$1,981.00.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Costs associated with materials and labor will be reimbursed in an amount not to exceed \$1,981.00 by the City of Pelican Bay.

SUBMITTED BY	Transportation Services	PREPARED BY:	Sarah VanTassel
		APPROVED BY:	Scott Hall

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

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

WHEREAS, the CITY is requesting the COUNTY's assistance applying permanent roadway striping on the following streets (the "Project"), located within the CITY:

- Liberty School Road – from Sandy Beach Road to Pelican Drive S.

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. The COUNTY and CITY 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

The COUNTY will furnish the labor, equipment, and materials to assist the CITY in completing the Project.

The COUNTY will use waterborne acrylic traffic paint that complies with current Texas Department of Transportation specifications.

The COUNTY will apply the striping during the hours of 8:30 AM to 2:30 PM, Monday to Friday.

2. CITY RESPONSIBILITY

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The CITY will provide striping documentation if there are no markings present or no longer visible, and if passing lanes or ANY deviation from the original striping is requested.

The CITY will provide a staging area if needed, and personnel to provide flagging and/or traffic control assistance as requested.

The CITY will ensure prior to striping that the roadway surface is clean and serviceable for application of paint, and that temporary tabs and construction markings are removed.

The CITY will notify adjacent property owners of the schedule for striping services provided by the COUNTY. The CITY agrees that the CITY will be responsible for damages to adjacent property.

The CITY will pay COUNTY the invoiced amount for all striping, signs and incidental materials, upon completion of the Project.

3. PROCEDURES DURING PROJECT

If the CITY has a complaint regarding the COUNTY's performance of the Project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of Project completion.

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. 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.

6. 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.

7. 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.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERMINATION OF AGREEMENT

This Agreement will automatically terminate upon completion of the Project or September 30, 2025, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

10. EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purposes whatsoever.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and 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. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

COUNTY OF TARRANT

STATE OF TEXAS

By: Separate Electronic Signature Page

Tim O'Hare

County Judge

Signed on: _____

APPROVED AS TO FORM*

Criminal District Attorney's Office*

* 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.

CITY OF PELICAN BAY

STATE OF TEXAS

Tamra Olague

Tamra Olague, Mayor

Authorized City Official

Signed on: February 12, 2025

APPROVED AS TO FORM AND LEGALITY

City Attorney

Tarrant County Transportation Dept. Striping Bill

TO: City Of Pelican Bay attn: Tamra Olague; Marlyn Hawkins 1300 Pelican Circle Pelican Bay, Tx. 76020-4500 817-444-1234	Invoice Date: 10/25/2024 Invoice No: 0 1024 03 Account Code: 261 523 011 68201 Please send payment to TARRANT COUNTY AUDITORS OFFICE ATTN: Daniel S. Orth 100 E Weatherford, Rm. 506 Fort Worth, Tx. 76196
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Description	Date striped	Length Painted		Cost per lin ft Yellow	Cost per lin ft White	Yellow Paint/Bead Cost	White Paint/Bead Cost
		lin.ft Yellow	lin.ft White				
Liberty School rd.	N/A						
<i>Striping I/A - striping requested from county line to pelican dr S</i>							
		0	0	\$0.062	\$0.062	\$0.00	\$0.00
Double Yellow center line		8,400	0	\$0.062	\$0.062	\$520.80	\$0.00
Single White edge line		0	8,400	\$0.062	\$0.062	\$0.00	\$520.80
		0	0	\$0.062	\$0.062	\$0.00	\$0.00
		0	0	\$0.062	\$0.062	\$0.00	\$0.00
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SUBMITTED BY	Transportation Services	PREPARED BY:	Sarah VanTassel
		APPROVED BY:	Scott Hall

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COUNTY OF TARRANT

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COUNTY OF TARRANT

STATE OF TEXAS

By: Separate Electronic Signature Page

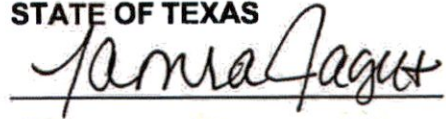
Tim O'Hare

County Judge

Signed on: _____

CITY OF PELICAN BAY

STATE OF TEXAS



Tamra Olague, Mayor

Authorized City Official

Signed on: February 12, 2025

APPROVED AS TO FORM*



Criminal District Attorney's Office*

APPROVED AS TO FORM AND
LEGALITY

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.

Consideration of an Interlocal Agreement with the City of Pelican Bay for the Striping of Liberty School Road - Precinct 4

SIGNED AND EXECUTED this 4 day of March, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
3/17/2025