



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145300

PAGE 1 OF 6

DATE: 5/20/2025

SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF AZLE AND THE AZLE INDEPENDENT SCHOOL DISTRICT FOR THE INSTALLATION OF SCHOOL ZONE FLASHERS AND SIGNS ON SANDY BEACH ROAD

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve an interlocal agreement with the City of Azle and the Azle Independent School District (Azle ISD) for the installation of school zone flashers and signs on Sandy Beach Road.

BACKGROUND

The Azle ISD is requesting the County's assistance with the installation of school zone signs and flashers along Sandy Beach Road. Azle ISD will fund, furnish and maintain all materials for the installation of school zone flashers, poles, solar panels, wiring, breakaway foundations, and all related appurtenances.

The City of Azle authorizes the County to install school zone signs and flasher equipment in the city's right-of-way on Sandy Beach Road.

Precinct 4 will fund and furnish the labor and equipment necessary for the installation of school zone signs.

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

FISCAL IMPACT

Labor and equipment of Precinct 4's maintenance crew will be in accordance with the operating budget of the Precinct 4 Maintenance Center.

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

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TEXAS

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), The City of Azle (CITY) and the Azle Independent School District ("AISD");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY, the City Council of the CITY and the School Board of the AISD each find:

- a. This Agreement serves the common interest 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 AISD, CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will fund and furnish the labor and equipment for the installation of school zone signs on Sandy Beach Road within the unincorporated area of the County.

2. AISD RESPONSIBILITY

- 2.1 AISD will fund and furnish all materials for the installation of flashers including poles, solar panels, wiring, break away foundations, etc.
- 2.2 AISD will fund and maintain all the materials for the flasher including poles, solar panels, wiring, break away foundations, etc.
- 2.3 AISD will fund and be responsible for contacting ALL utilities prior to installation of flasher poles including, excavation, ensuring the marking of all utilities prior to installation, and coordinating with utilities for relocation, if necessary, as required by law.

3. AZLE RESPONSIBILITY

CITY authorized the COUNTY to install school zone signs and flasher equipment in the CITY right of way on Sandy Beach Road.

4. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project.

If the AISD has a complaint regarding the construction of the project, the AISD must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the AISD becomes responsible for maintenance of the project, with exception of the signs in the COUNTY right-of-way.

5. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive AISD rights under legal theory of sovereign immunity. This agreement does not waive AZLE rights under legal theory of sovereign immunity.

6. TIME PERIOD FOR COMPLETION

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

7. THIRD PARTY

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement excludes the idea of a suit by a third-party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas 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. 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.

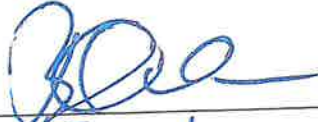
10. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY, ASID 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, ASID 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: _____

**AZLE INDEPENDENT SCHOOL
DISTRICT**



Bill Lane
AISD Board President
Signed on: 2/24/25

**CITY OF AZLE
STATE OF TEXAS**

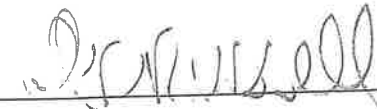


Tom Murr
City Manager
Signed on: 2/19/2025

APPROVED AS TO FORM:

Criminal District Attorney's Office*

APPROVED AS TO FORM AND
LEGALITY



City 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.

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HORIZONTAL SCALE IN FEET



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. CHA, P.E. 112732 ON 10/07/2024. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION

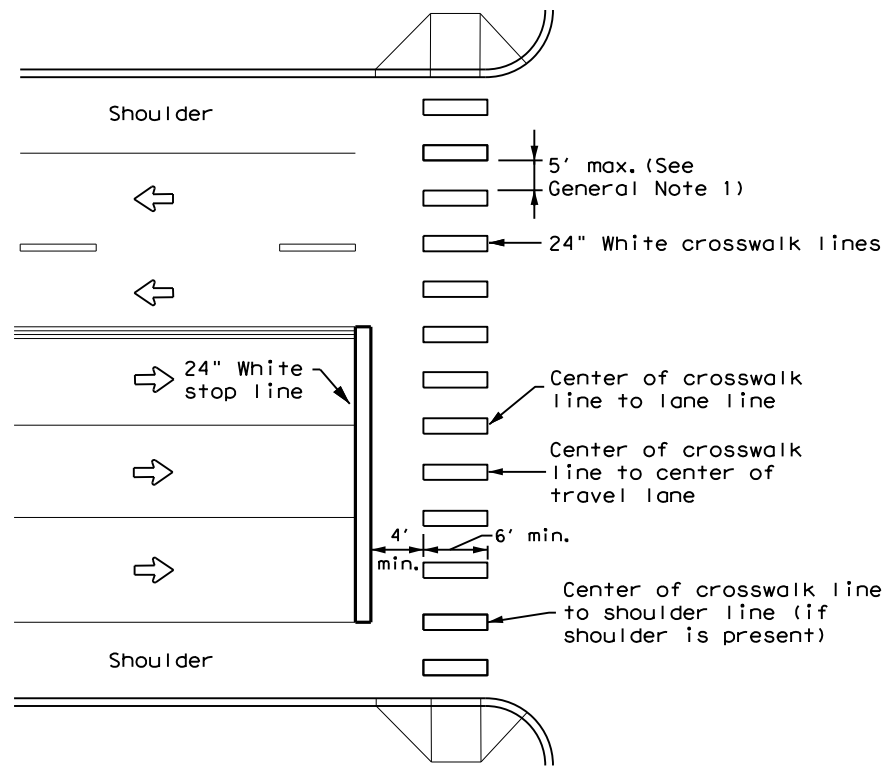
Westwood 4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
T-817.412.7155
Westwood Professional Services, Inc. TBPELS ENGINEERING FIRM NO. 11756
TBPELS SURVEYING FIRM NO. 10074301

HOOVER ELEMENTARY SCHOOL
SCHOOL ZONE
SIGN REPLACEMENT
TARRANT COUNTY, TEXAS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
TNB	TK	OCT 2024	R0051945	1

PROJECT NAME

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



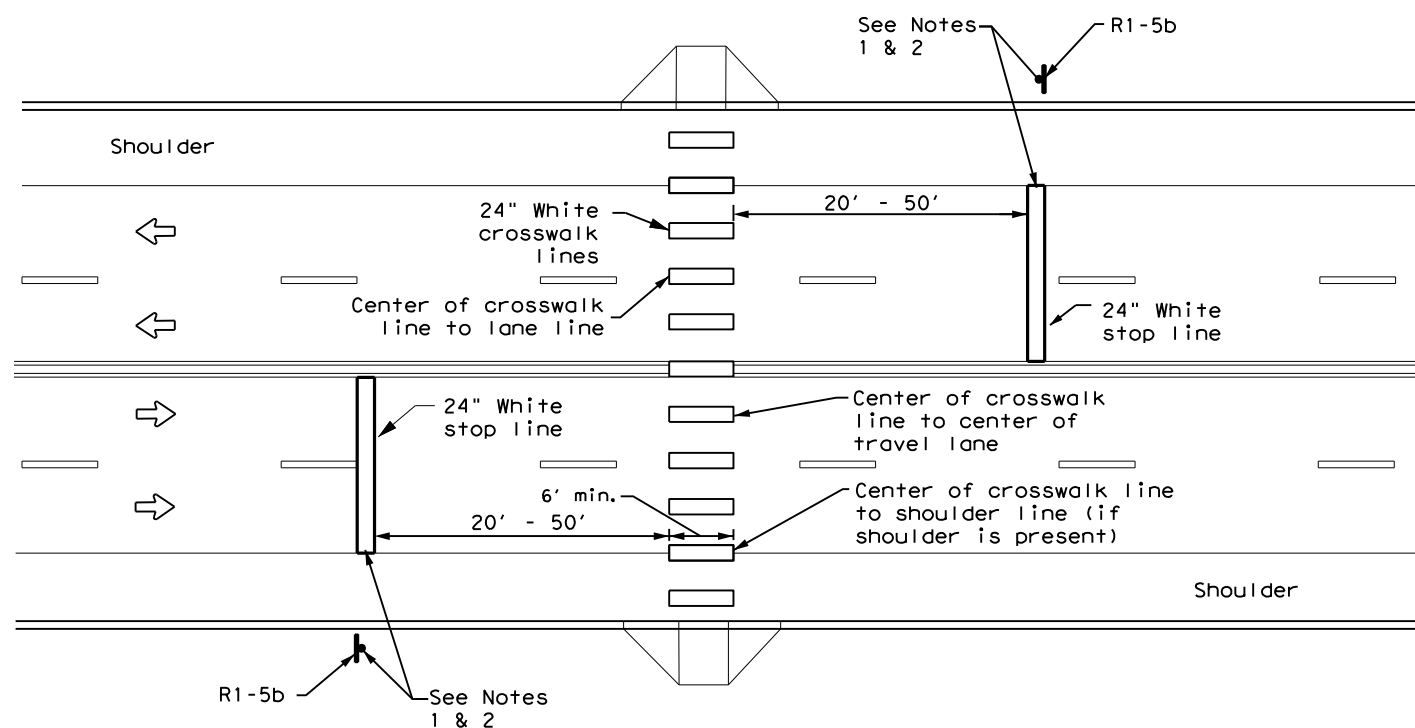
HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



UNSIGNALIZED MIDBLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK

NOTES:

1. Use stop bars with Stop Here For Pedestrians (R1-5b) signs at unsignalized midblock crosswalks.
2. Use stop bars with STOP HERE ON RED (R10-6 or R10-6a) signs at midblock crosswalks controlled by traffic signals or pedestrian hybrid beacons.

<p>CROSSWALK PAVEMENT MARKINGS</p> <p>PM(4) - 22A</p>			
FILE: pm4-22a.dgn	DN:	CK:	DW:
© TxDOT December 2022	CONT	SECT	JOB
REVISIONS			
6-20			
6-22			
12-22			
	DIST	COUNTY	SHEET NO.
			3

DATE:
 FILE: