



City of Saginaw

City of Saginaw

Meeting Date: 11/03/2015

Staff Contact: Mark White
Director of Public Works

Agenda Item: 4b
(CC-1115-02)

E-mail: mwhite@saginawtx.org

Phone: 817-230-0500

SUBJECT: Action regarding Interlocal Agreement with Tarrant County for reconstruction and cement stabilization of Thompson Drive

BACKGROUND/DISCUSSION:

The proposed Interlocal Agreement with Tarrant County includes the reconstruction and cement stabilization of Thompson Drive (approximately 97,470 feet.). As in previous agreements, Tarrant County will furnish the materials, traffic control, and related items. The responsibilities of both parties are specified in the proposed agreement. Projects are scheduled as Tarrant County's workload permits.

FINANCIAL IMPACT

Funds to cover these expenditures are budgeted in the Street Maintenance Fund Budget, Account 16-4008-00-00 South Streets.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement with Tarrant County for reconstruction and cement stabilization of Thompson Drive.

Attachments

Proposed Agreement
Budget Information

120423

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

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

WHEREAS, the CITY is requesting the COUNTY'S assistance in the reconstruction of Thompson Drive, being a street within the CITY (collectively 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 representative to sign this Agreement.

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

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

1.1 The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project. The Project consists of the reconstruction and cement stabilization of Thompson Drive, being approximately 97,470 square feet.

1.2 The Project will consist of pulverizing the existing asphalt pavement and reclaiming to a depth of 8", stabilizing it with cement, 4" of Flex Base and 2" Type D hot-mix asphaltic concrete pavement surface.

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the Project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste in close proximity to job site for materials generated during the Project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 CITY will furnish necessary traffic controls, including Type A barricades, to redirect traffic flow to alternate lanes during the construction phase of the Project.
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention 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.

3. PROCEDURES DURING PROJECT

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

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. Upon expiration of 30 days after Project completion, the CITY will be solely responsible for 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 immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY may apply permanent striping.
- 5.2 If necessary, the CITY will furnish flag persons.
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan.

5.4 If a Storm Water Prevention Plan is provided by the CITY, the COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the Project.

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.

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

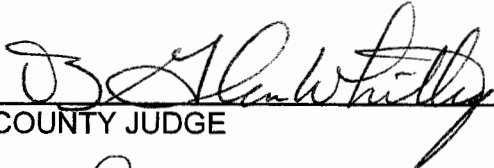
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION OF AGREEMENT

The initial term of this Agreement is until September 30, 2015, or until the Project is completed, whichever occurs first. If the Project is not completed by September 30, 2015, this Agreement will automatically renew for an annual term thereafter and will expire upon completion of the Project during the subsequent term. Either party may terminate this Agreement at any time—either before the expiration of the initial term or after the renewal of any term thereafter—by providing the other party with 30-days written notice of termination. In the event of termination by either party, neither party shall have any obligations to the other party under this Agreement, except that the CITY is still liable for payment to the COUNTY for any outstanding invoice for the Project.

TARRANT COUNTY, TEXAS


CITY OF SAGINAW


COUNTY JUDGE

Date: July 7, 2015

Authorized City Official

Date: _____


COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON

Attest:

Denise Gordon, Deputy

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY


Criminal District Attorney's Office*

Assistant 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.

**CITY OF SAGINAW
BUDGET SUPPLEMENT
2015-2016**

STREET MAINTENANCE FUND EXPENDITURES

16-4001-00-00	INDUSTRIAL STREETS	\$	150,000
16-4008-00-00	SOUTH STREETS	\$	209,000
16-4010-00-00	NORTH STREETS	\$	-
16-4972-00-00	SIDEWALK REPLACEMENT	\$	20,000
16-4980-00-00	STREET MAINTENANCE & SUPPLIES	\$	30,000
		TOTAL	\$ 409,000