



City of Saginaw

City of Saginaw

Meeting Date: 8/07/2018

Staff Contact: Rick Trice, P.E.
Director of Public Works

Agenda Item: 4b
(CC-0818-02)

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Phone: 817-230-0449

SUBJECT: Action regarding Interlocal Agreement with Tarrant County for Spot Repair of East McLeroy Blvd. and West McLeroy Blvd.; being approximately 1,500 square feet; removing existing asphalt failures, and applying 8" Type B hot mix asphaltic concrete pavement surface

BACKGROUND/DISCUSSION:

The proposed Interlocal Agreement with Tarrant County includes the spot repair of East McLeroy Blvd. and West McLeroy Blvd. (approximately 1,500 square feet). It also includes the removal of existing asphalt failures, and application of 8" Type B hot mix asphaltic concrete pavement surface. As in previous agreements, Tarrant County will furnish the labor and equipment. The responsibilities of Tarrant County and the City of Saginaw are specified in the proposed agreement. Projects are scheduled as Tarrant County's workload permits.

FINANCIAL IMPACT:

Funds to cover this expenditure are available in the Street Maintenance Fund, Account 16-4980-00-00, Street Maintenance and Supplies.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement with Tarrant County for Spot Repair of East McLeroy Blvd. and West McLeroy Blvd.; being approximately 1,500 square feet; removing existing asphalt failures, and applying 8" Type B hot mix asphaltic concrete pavement surface.

Attachments

Proposed Agreement
Budget Information

CO# 128129

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 spot repair of East McLeroy and West McLeroy, all being streets located within the CITY (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; and
- e. Both parties 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

- 1.1 The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project.

- 1.2 The project consists of the spot repair of East McLeroy and West McLeroy; being approximately 1,500 square feet. Remove existing asphalt failures, apply 8" Type B 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 this 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; and
- 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 will apply permanent striping coordinated through the Transportation Department to that part of the Project described in 1.2 and 1.3 above. Application of striping by the COUNTY is limited to those Project. If the CITY desires permanent striping applied to any roadways or portions of roadways

not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

- 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

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.

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, 2018 and will automatically renew for a like term thereafter unless terminated by either party in writing. 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

W. Alan Whitley
COUNTY JUDGE

Authorized City Official

Date: July 24, 2018

Date: _____

J.D. Johnson
COMMISSIONER, PRECINCT FOUR
J.D. JOHNSON July 24, 2018

Attest:

Attest:

Cheryl W. Hester

APPROVED AS TO FORM*
LEGALITY

APPROVED AS TO FORM AND

[Signature]
Criminal District Attorney's Office*
July 24, 2018

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.

**Approval of a Project for an Interlocal Agreement Between
Tarrant County, Texas and City of Saginaw**

Tarrant County, Texas, acting by and through the Tarrant County Commissioners Court, has been advised of the following described Project involving the construction, improvement, or repair of a building, road or other facility. In accordance with Texas Government Code § 791.014, Tarrant County hereby gives its specific written approval for the Project prior to the Project beginning. The Project information is as follows:

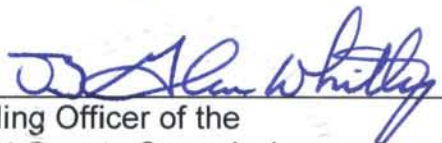
PROJECT and LOCATION:

The spot repair of East McLeroy and West McLeroy; being within the municipal limits of the City of Saginaw and Tarrant County Commissioner Precinct # 4.

The local governments that have requested the Project and with whom the Interlocal Agreement is by and between are Tarrant County, Texas, and the City of Saginaw, Texas.

By vote on the date below, the Tarrant County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Tarrant County Commissioners Court.

Date: July 24, 2018

By: 
Presiding Officer of the
Tarrant County Commissioners Court

**CITY OF SAGINAW
BUDGET SUPPLEMENT
2017-2018**

STREET MAINTENANCE FUND EXPENDITURES

16-4001-00-00 INDUSTRIAL STREETS	\$	-
Fairmont Street (25'x1,887') will be delayed until 17/18 due to construction in the area		
16-4008-00-00 SOUTH STREETS	\$	250,000
This account funds planned street repairs and projects on the south side of town. This will consist of large spot repairs along S. Knowles from McLeroy to Longhorn Road. It will also consist of the reconstruction of Palomino Drive (1,405' x 27') from Ruidoso to Longhorn Road, Bluebonnet Street (31' x 1,855') from McLeroy to Southern, and Belmont Street (27' x 950') from Southern to Anderson.		
16-4010-00-00 NORTH STREETS	\$	50,000
This account funds planned street repairs and projects on the north side of town. This will consist of a large spot repairs on N. Knowles from WJ Boaz to McLeroy Boulevard. Construction of this project will be completed by Tarrant County Precint 4 staff when their schedule allows.		
16-4935-00-00 CONTRACT MAINTENANCE & REPAIRS	\$	30,000
This account funds the crack sealing of city streets by contract. Approximately 30,000 feet of street will be crack sealed at this funding level.		
16-4972-00-00 SIDEWALK REPLACEMENT	\$	20,000
16-4980-00-00 STREET MAINTENANCE & SUPPLIES	\$	30,000
This account includes asphalt and concrete necessary for day-to-day street repairs.		
16-7000-00-00 CAPITAL OUTLAY	\$	56,000
BNSF agreement for McLeroy crossing improvements	\$56,000	
TOTAL	\$	436,000