

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

**BRIEFING
DRAFT**

MEETING DATE: DECEMBER 6, 2018

AGENDA ITEM NUMBER: 4

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE VILLAGE OF TOBACCOVILLE, NORTH CAROLINA, FOR THE PRODUCTION AND SALE OF STREET NAME SIGNS BY FORSYTH COUNTY (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS- YES NO

SIGNATURE: _____ DATE: _____
 COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE
VILLAGE OF TOBACCOVILLE, NORTH CAROLINA, FOR THE
PRODUCTION AND SALE OF STREET NAME SIGNS BY FORSYTH COUNTY
(GENERAL SERVICES DEPARTMENT)**

WHEREAS the Village of Tobacoville desires to enter into an Interlocal Agreement with Forsyth County for the production and sale of street name signs by Forsyth County at the prices outlined in the attached agreement;

WHEREAS North Carolina General Statute 160A-461 authorizes any unit of local government in this State and any one or more other units of local government to enter into contracts or agreements with each other in order to execute any undertaking;

WHEREAS the General Services Department, Grounds Maintenance Division, will provide all materials and labor to produce public and private street name signs, and the signs will be made to the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD);

WHEREAS County staff recommends that the Forsyth County Board of Commissioners ratify and authorize execution of an Interlocal Agreement between Forsyth County and the Village of Tobacoville, North Carolina, for the production and sale of street name signs;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its General Services Department, and the Village of Tobacoville, North Carolina, for the production and sale of street name signs by Forsyth County, for a term from July 1, 2018, until June 30, 2021, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to this interlocal agreement with the Village of Tobacoville, as necessary to continue the services during the term of the said interlocal agreement, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney; and

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Village of Tobacoville, North Carolina, is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 6th day of December 2018.

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2018 by and between Forsyth County, North Carolina (the "County") and The Village of Tobaccolville, North Carolina (the "Procurer");

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the Procurer hereby contracts for the services of the County, and the County agrees to provide the services to the Procurer in accordance with the terms of the Agreement.

I.

The County will provide all materials and labor to produce public and private street marker signs, as requested by the Procurer. From time to time, the Procurer shall submit requests for the County to produce street signs and shall provide all information to be included on each street sign. The County shall produce the signs for pickup and placement by the Procurer. The signs shall be made to the standards set forth in Section 2D.43 Street Name Signs of the Manual on Uniform Traffic Control Devices (MUTCD) and as per specifications in Attachment A - Street Marker Pricing, attached hereto and incorporated herein by reference. The County reserves the right, at its sole discretion, to decline to fulfill any order.

II.

The services of the County shall begin on July 1, 2018 unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2021 provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the County's services, the Procurer agrees to pay the County the sum of all costs related to the production of the street marker signs per Attachment A - Street Marker Pricing. At any time, the County may amend the Street Marker Pricing. If the County amends the Street Marker Pricing, it shall provide the Procurer a copy of the amended pricing, and such amended pricing shall apply to the creation of all signs thereafter.

IV.

The County shall bill the Procurer for services rendered during the preceding thirty (30) days. The Procurer shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The County and the Procurer shall operate as independent contractors, and the County shall not be responsible for any of the Procurer's acts or omissions. Specifically, the County shall not be liable for any mistakes in the information provided by Procurer. The Procurer agrees to hold the County harmless from and against any and all claims, expenses (including

attorney fees), costs or liability for acts or omissions of the Procurer or based upon the placement or performance of any street signs.

NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED WITH RESPECT TO THE SIGNS.

The County shall not be liable to the Procurer for any expenses paid or incurred by the Procurer unless otherwise agreed in writing. In the event that the County produces a sign that is not in accordance with the information provided by Procurer, Procurer's remedy shall be limited to either (1) the County producing a corrected sign or (2) the Procurer may receive a refund for the price of the incorrect sign. BEYOND THIS EXPRESS, LIMITED REMEDY, IN NO EVENT SHALL THE COUNTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES WHATSOEVER.

V.

The Procurer has no authority to enter into contracts or agreements on behalf of the County.

This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.

IN WITNESS WHEREOF, the County and the Procurer have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____
County Manager

ATTEST:

Clerk to the Board

(SEAL)

(Procurer)

By: _____

Tax Id. No.

ATTEST:

Attachment A - Street Marker Pricing

| Blanks with Vinyl for a Public Street | | Blanks with Vinyl for a Private Street | | Brackets | | Posts | |
|---------------------------------------|---------|--|---------|----------|--------|-------|---------|
| Size | Price | Size | Price | Size | Price | Size | Price |
| 24" | \$42.37 | 24" | \$34.93 | 90 deg | \$4.66 | 4' | \$7.40 |
| 30" | \$51.03 | 30" | \$41.73 | 80 deg | \$4.66 | 8' | \$14.80 |
| 32" | \$55.25 | 32" | \$45.33 | T cap | \$3.90 | | |
| 36" | \$61.69 | 36" | \$50.83 | | | | |
| 42" | \$70.35 | 42" | \$56.93 | | | | |

The above prices include labor and material.

The size of the blanks will vary due to length of street name.