



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of []
Second Reading Item for the City Council Meeting of [NA]

Date: May 5, 2021
To: Gary Edwards, City Manager
From: Chief Eric Blanchard

Agenda Item #:

Title: Approve establishment of an MOU between the City and JJ Fox Construction Inc.

CAPTION:

Consider and act on approving the Mayor to enter into a Memorandum of Understanding (MOU) between the City of Aransas Pass and the JJ Fox Construction Inc..

PURPOSE:

In anticipation of a storm event, installation of sea gates.

BACKGROUND AND FINDINGS:

The City has historically contracted the installation and removal of the sea gates as the City simply does not have the equipment to do so.

ALTERNATIVES:

NONE

CONFORMITY TO CITY POLICY:

Less than \$50,000.00 purchase contract requires council approval.

FINANCIAL IMPACT:

Up to \$9,000 per event. (Minimum one exercise per year plus hurricanes that threaten area)

Funds paid from Emergency Management contractual obligations line item.

EMERGENCY/NON-EMERGENCY:

Urgent.

DEPARTMENTAL CLEARANCES:

City Management

RECOMMENDATION:

Staff recommends approving this item.

LIST OF SUPPORTING DOCUMENTS:

MOU Document

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Aransas Pass

And

JJ FOX Construction Inc.

This is an agreement between the City of Aransas Pass, Texas (hereinafter referred to as "CITY"), P.O. Box 2000, Aransas Pass, Texas 78335 and JJ Fox Construction Inc. (hereinafter referred to as "Fox Const."), 1561 St Hwy 45 Rockport Texas 78336.

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of Fox Const.

As they relate to mitigating rising flood waters. The CITY hereby retains Fox Const. And

Fox Const. Hereby agrees to perform the following services upon short notice (three days):

- a.** Fox Const., upon notification by the CITY, will install and upon notification, remove two (2) tidal surge gates in the canal entrance and exit of the Pelican Cove subdivision. If necessary, City will provide diver(s) to assist with placement of the tidal surge gates.
- b.** Fox Const., upon notification by the CITY, will also install and remove the seawall flood control barriers at two locations, one on the south seawall at the railroad tracks west of the canal surge gates and second, at the north seawall on Stapp Street at the railroad tracks.
- c.** The City will pay Fox Const. \$3500.00 to install said sea gates and rail gates, and \$3500.00 to remove said sea gates and rail gates for fitting, repairs and training.
- d.** The City will pay Fox Const. \$4500.00 to install said sea gates and rail gates, and \$4500.00 to remove said sea gates and rail gates during an actual emergency.

II. Fox Const.'s RESPONSIBILITIES UNDER THIS MOU

Fox Const. shall undertake the following responsibilities: Fox Const. shall provide and/or furnish all labor, equipment, materials, supervision and insurance in order to install and remove the sea gates and the rail gates upon short notice (three days) by the CITY.

III. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE CITY AND FOX CONST. THAT:

- a. This MOU can be amended by mutual consent in writing by both parties.

IV. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of CITY and Fox Const. authorized officials. It shall be in force from June 1, 2021 through May 31, 2022. City and Fox Const. indicate agreement with this MOU by their signatures.

JJ FOX Construction Inc.

CITY OF ARANSAS PASS

Signature: Tommy Fox

Signature: _____

Name: Tommy Fox

Name: Ramiro Gomez

Title: President

Title: Mayor

Date: 5/3/2021

Date: _____