

RESOLUTION NO. 06-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE MESQUITE INDEPENDENT SCHOOL DISTRICT TO PARTICIPATE IN THE FUNDING FOR INSTALLATION OF SEVEN SETS OF SOLAR-POWERED SCHOOL FLASHERS.

WHEREAS, the City of Mesquite through its Traffic Engineering Division of the Public Services Department installs solar-powered school flashers at certain school zones within the City; and

WHEREAS, the City of Mesquite has committed to be responsible for all maintenance of solar-powered school flashers; and

WHEREAS, the City of Mesquite agrees to purchase, install, and maintain seven (7) sets of solar-powered school flashers at the following locations:

- (1) Rugel Elementary (Hermitage Drive)
- (2) Rugel Elementary (Sybil Drive)
- (3) Rugel Elementary (Mount Vernon Drive)
- (4) Beasley Elementary (Via Del Norte Drive) (2 sets)
- (5) Motley Elementary (Oates Drive)
- (6) Lawrence Elementary (Oates Drive); and

WHEREAS, the Mesquite Independent School District agrees to participate in the cost of the purchase and installation of these specific solar-powered school flashers in an amount not to exceed \$24,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the terms and conditions of the Interlocal Agreement attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Mesquite, found to be acceptable and in the best interest of the City of Mesquite and its citizens, are hereby in all things approved.

SECTION 2. That the City Council of the City of Mesquite authorizes Mike Anderson, Mayor of the City of Mesquite, to execute an Interlocal Agreement with the Mesquite Independent School District for the purchase and installation of seven (7) sets of solar-powered school flashers.

SECTION 3. That this resolution shall take effect from and after its passage.

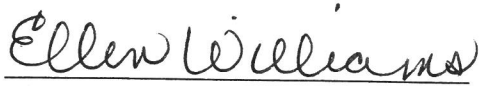
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 7th day of February, 2000.



Mike Anderson
Mayor

ATTEST:

APPROVED:



Ellen Williams
City Secretary



B.J. Smith
City Attorney

APPROVED BY CITY COUNCIL

DATE 2/7/00

CITY SEC.

STATE OF TEXAS)

COUNTY OF DALLAS)

INTERLOCAL AGREEMENT
BETWEEN CITY OF MESQUITE AND MESQUITE INDEPENDENT SCHOOL DISTRICT
FOR
INSTALLATION OF SOLAR-POWERED SCHOOL ZONE FLASHERS

WHEREAS, the City of Mesquite, Texas, hereinafter called "City" and the Mesquite Independent School District, hereinafter called "District" desire to enter into an interlocal agreement for the purpose of purchasing and installing solar-powered school zone flashers at seven (7) locations within the City, hereinafter called "Project"; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791.001 et seq. of the Texas Government Code, provides authorization for local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, funding for the purchase and installation of solar-powered school zone flashers at seven (7) locations is to be provided by City and District out of current revenues;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by City and District for the mutual considerations stated herein:

WITNESSETH:

I.

DESCRIPTION OF PROJECT

The Project shall consist of all work necessary to purchase and install solar-powered school zone flashers at the following locations:

1. Rugel Elementary (Hermitage Drive)
2. Rugel Elementary (Sybil Drive)
3. Rugel Elementary (Mt. Vernon Drive)
4. Beasley Elementary (Via Del Norte Drive)(2 sets)
5. Motley Elementary (Oates Drive)
6. Lawrence Elementary (Oates Drive)

II.

PROJECT MANAGEMENT

City hereby agrees to assume all responsibilities for project management and administration including but not limited to: construction contract administration, installation and materials testing except as otherwise provided for herein. District hereby agrees to designate City as agent to act on behalf of District while performing project management and administration responsibilities.

III.

PROJECT COSTS

District shall reimburse City one-half of the total project costs. The total project costs shall include the construction contract amount plus material costs, but shall not include project management and administration expense that will be borne by City. The estimated total cost for the project is \$52,290.00 (\$35,700.00 for the flashers, \$8,190.00 for the pager boards and \$8,400.00 for the total installation). The District's portion of school zone flasher installation is estimated to be \$24,500.00. Should the bids received to purchase and install these solar-powered school flashers exceed the estimated amount, District shall be contacted and allowed to discuss any options before proceeding with award of a contract. District shall designate a single contact person that will communicate with the City.

IV.

RIGHTS-OF-WAY, EASEMENTS AND UTILITIES

City will be responsible for the relocation and adjustment costs of its respective utilities. Utility relocations and adjustments will be in accordance with City's utility franchise or agreements with the utility companies.

V.

BIDDING OF PROJECT AND AWARD OF CONTRACT

City hereby agrees to prepare all the contract documents, to provide for advertisement for bids, to award and execute a contract for the purchase and installation of solar-powered school zone flashers and to perform all responsibilities for project management and administration, installation, and materials testing necessary to complete the installations. District hereby authorizes City to act as its agent in awarding and executing a contract between the successful bidder and City on behalf of both City and District.

VI.

PAYMENTS TO CONTRACTOR

Upon installation of all school zone flashers, payment for District's portion of work completed by the City shall be submitted to District. City shall then certify such amount(s) and pay the vendor. City shall furnish to District complete copies of the certified payment(s) itemized according to bid items. Not later than thirty (30) days after receiving a copy of a certified payment, District shall pay to City their share of the total project costs and any other costs as provided herein.

VII.

CHANGE ORDERS

City shall have the authority to approve change orders which do not substantially change the concept of the Project and which do not cause the adjusted contract amount to vary more than five percent (5%) from the original contract amount, or when a change affects only one party and the change is agreed to by that party. The contact person designated by District as provided in Paragraph III above will be notified by telephone by City in the event of such a change order. Accumulative change orders causing more than a five percent (5%) variance must be approved by all parties.

VIII.

INSPECTION OF THE PROJECT

City and District shall each be responsible for inspection of the Project as the work progresses; District will assign appropriate personnel to coordinate all inspection activity with City. Upon determination by City of satisfactory completion of the Project, the completed improvements shall be accepted by District as provided below in Paragraph

IX.

IX.

ACCEPTANCE AND FINAL PAYMENT

District will participate with City in the final inspection and acceptance of the improvements. Acceptance of the improvements by District shall be evidenced by a letter of approval from the appropriate representative of District. This letter of approval shall include an authorization for final payment to the City in the amount of all sums due the City. Final settlement between City and District shall be based upon cost responsibilities of each entity as set forth in Paragraphs III and IV above.

X.

OPERATION AND MAINTENANCE

After acceptance, the operation and maintenance of the improvements constructed herein shall be provided by City. Costs for replacement of such improvements shall be borne by City.

XI.

LIABILITY OF MESQUITE

City agrees to be responsible for any liability or damages City may suffer as a result of claims, demands, costs or judgements, including all reasonable attorneys fees, against City, including workers compensation claims, arising out of the performance of the

installation and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this agreement and caused by the sole negligence of City, its agents, officers and/or employees. City agrees that any liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of the employees, agents and officers of City and District shall be determined in accordance with the comparative responsibility laws of the State of Texas.

XII.

LIABILITY OF DISTRICT

District agrees to be responsible for any liability or damages District may suffer as a result of claims, demands, costs or judgements, including reasonable attorneys fees, against District, including workers compensation claims, arising out of the performance of the construction and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this agreement and caused by the sole negligence of District, its agents, officers, and/or employees. District agrees that any liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of the employees, agents and officers of City and District shall be determined in accordance with the comparative responsibility laws of the State of Texas.

XIII.

TERM OF AGREEMENT

It is agreed by City and District that no work will commence hereunder until this agreement has been fully executed by both parties hereto.

XIV.

ASSIGNMENT AND AMENDMENT

This agreement may not be assigned, embodies the entire agreement between the parties, and may not be amended except in writing.

XV.


APPLICABLE LAW AND VENUE

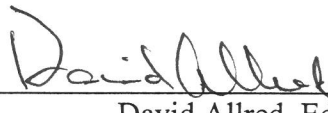
This agreement shall be expressly subject to the governmental immunity of City and District as provided for in the Texas Torts Claims Act, and all other applicable state and federal law. This agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this agreement filed by either City or District shall be in Dallas County, Texas.

Executed this 7th day of February 2000 by the City of Mesquite, pursuant to City Council Resolution No. 06-2000 , and by the Mesquite Independent School District pursuant to Board Resolution adopted _____ .

CITY OF MESQUITE

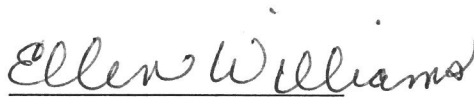
MESQUITE INDEPENDENT SCHOOL DISTRICT

By: 
Mike Anderson
Mayor

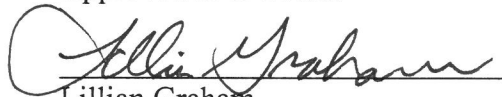
By: 
David Allred, Ed.D.
Assistant Superintendent – Business Services

Attest:

Attest:


Ellen Williams
City Secretary

Approved as to Form:


Lillian Graham
Assistant City Attorney