

RESOLUTION NO. 10-2000

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 THE WIDENING OF CARTWRIGHT ROAD AND FAITHON P. LUCAS, SR. BOULEVARD ADJACENT TO DR. JOHN D. HORN HIGH SCHOOL.

WHEREAS, the Mesquite Independent School District has constructed a new high school, Dr. John D. Horn High School, located near the intersection of Cartwright Road and Faithon P. Lucas, Sr., Boulevard; and

WHEREAS, Cartwright Road and Faithon P. Lucas, Sr., Boulevard adjacent to the new high school are currently two lane roadways; and

WHEREAS, it is anticipated that the traffic generated by the new high school will result in severe traffic congestion on these existing roadways; and

WHEREAS, it is proposed to widen the existing roadways on Cartwright Road and Faithon P. Lucas, Sr., Boulevard to provide additional lanes for the turning traffic; and

WHEREAS, the City of Mesquite has contracted with Dallas County to construct the roadway widening; and

WHEREAS, the Mesquite Independent School District agrees to pay for one-half of the cost of the proposed roadway widening in an estimated amount of \$98,478.28.

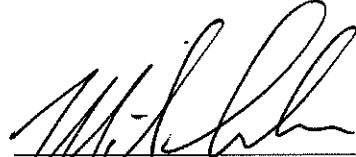
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

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 widening of Cartwright Road and Faithon P. Lucas, Sr., Boulevard.

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 21st day of February, 2000.



Mike Anderson
Mayor

ATTEST:

APPROVED:



Ellen Williams
City Secretary



B.J. Smith
City Attorney

STATE OF TEXAS)

COUNTY OF DALLAS)

INTERLOCAL AGREEMENT
 BETWEEN CITY OF MESQUITE AND MESQUITE INDEPENDENT SCHOOL DISTRICT
 FOR
 CARTWRIGHT ROAD WIDENING ADJACENT TO DR. JOHN HORN HIGH SCHOOL

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 widening Cartwright Road and Lucas Boulevard adjacent to Dr. John Horn High School 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 government 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 installation of the pavement widening on Cartwright Road and Lucas Boulevard 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 consideration stated herein:

WITNESSETH:

I.

DESCRIPTION OF PROJECT

The Project shall consist of all work necessary to widen the pavement on Cartwright Road and Lucas Boulevard to provide for turning lane improvements in accordance with the plans approved by the City of Mesquite and the Mesquite Independent School District.

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 cost. 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 to construct the project is \$196,956.55. The District's portion of the project is estimated to be \$98,478.28. Should the cost of construction of the pavement improvements exceed the estimated amount, District shall be contacted and allowed to discuss any options before proceeding with award of a contract.

IV.

BIDDING OF PROJECT AND AWARD OF CONTRACT

City hereby agrees to prepare all the construction documents, 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.

V.

PAYMENTS TO CONTRACTOR

The District shall make payment to the City for the District's estimated portion of the work, \$98,478.28, before the project is begun. Upon completion of the Project, the City shall furnish to District complete copies of the certified payment(s) itemized according to bid items. If the actual cost of the project exceeds the estimated cost, the District shall pay to the city the additional amount within thirty (30) days after receiving a copy of the final project cost. If the actual cost of the project is less than the estimated cost, the City shall pay to the District, the amount of the difference between the District's share of the actual project cost and the District's share of the estimated project cost.

VI.

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 District 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.

VII.

INSPECTION OF THE PROJECT

City shall 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 VIII.

VIII.

ACCEPTANCE AND FINAL PAYMENT

District will participate with City in the final inspection and acceptance of the improvements. Acceptance of the improvements on District's respective side of the installation shall be evidenced by a letter of approval from the appropriate department 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 Paragraph III above.

IX.

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.

X.

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 corporation(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.

XI.

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 corporation(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.

XII.

TERMS 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.

XIII.

ASSIGNMENT AND AMENDMENT

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

XIV.

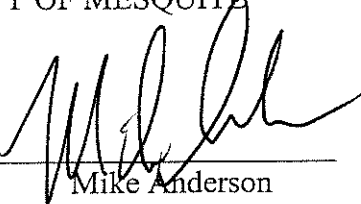
APPLICABLE LAW AND VENUE

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 22nd day of February, 2000 by the City of Mesquite, pursuant to City Council Resolution No. 10-2000, and by the Mesquite Independent School District pursuant to Board Resolution adopted _____.

CITY OF MESQUITE


MESQUITE INDEPENDENT SCHOOL DISTRICT

By: 
Mike Anderson
Mayor

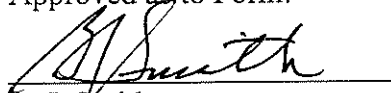
By: _____

Attest:

Attest:


Ellen Williams
City Secretary

Approved as to Form:


B. J. Smith
City Attorney