

RESOLUTION NO. 01-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL CITY/COUNTY AGREEMENT WITH DALLAS COUNTY TO PARTICIPATE IN THE CONSTRUCTION OF THE WATER, SANITARY SEWER, SIDEWALK AND TRAFFIC ITEMS/PAVEMENT MARKINGS IN CONJUNCTION WITH THE RECONSTRUCTION OF HICKORY TREE ROAD FROM NEW MARKET ROAD TO BRUTON ROAD; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City of Mesquite has requested and Dallas County has agreed to allow the construction of water, sanitary sewer, sidewalk and traffic items/pavement markings in conjunction with the reconstruction of Hickory Tree Road from New Market Road to Bruton Road; and

WHEREAS, the Interlocal Cooperation Act, V.T.C.A., Texas Government Code, Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City of Mesquite and Dallas County entered into an Interlocal Agreement on March 16, 1992, to allow participation in the 1991 Dallas County Bond Program which included Hickory Tree Road from Military Parkway to Bruton Road; and

WHEREAS, the City of Mesquite and Dallas County entered into a Supplemental City/County Agreement on September 16, 1996, that provided for dividing the original project into Section I (Hickory Tree Road from Military Parkway to New Market Road) and Section II (Hickory Tree Road from Bruton Road to New Market Road) and to undertake the construction of Section I at that time; and

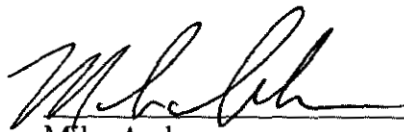
WHEREAS, a Supplemental City/County Agreement between the City of Mesquite and Dallas County will allow the construction of water, sanitary sewer, sidewalk and traffic items/pavement markings in conjunction with the reconstruction of Section II, Hickory Tree Road from New Market Road to Bruton Road in an amount not to exceed \$363,137.50.

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

SECTION 1. That the Mayor is hereby authorized to execute the Supplemental City/County Agreement attached hereto as Exhibit "A" between the City of Mesquite and Dallas County providing for the construction of water, sanitary sewer, sidewalk and traffic items/pavement markings in conjunction with the reconstruction of Hickory Tree Road from New Market Road to Bruton Road in an amount not to exceed \$363,137.50.

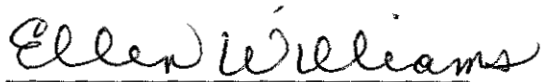
SECTION 2. That this resolution shall take effect from and after its passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas on the 16th day of January, 2001.




Mike Anderson
Mayor

ATTEST:



Ellen Williams
City Secretary

APPROVED:



B. J. Smith
City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

SUPPLEMENTAL
CITY/COUNTY AGREEMENT

WHEREAS, the City of Mesquite, hereinafter called City and the County of Dallas, Texas, hereinafter called County, desire to enter into a Supplemental City/County Agreement to the Interlocal Contract for the Implementation of the 1991 Bond Program, approved by Court Order 92-644 dated April 28, 1992, to provide for the funding of construction of water and wastewater improvements, sidewalks and traffic control items in connection with the Hickory Tree Road Project No. 91-848.1 from Bruton Road to New Market Road in the City of Mesquite and County of Dallas, Texas, (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code, provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, funding for the Project is authorized by the 1991 County of Dallas Transportation Bond Program.

NOW THEREFORE, THIS SUPPLEMENTAL CITY/COUNTY AGREEMENT (hereinafter called the "Agreement") is hereby made and entered into by the City and County, in consideration of the mutual promises and covenants stated below:

WITNESSETH

I.

City hereby requests that County provide for construction of City-owned water and wastewater improvements, sidewalks, and traffic control items in connection with the Project, as specified in Attachment A, attached hereto and incorporated herein for all purposes. City agrees to participate in the cost of the Project to the extent of the items of construction requested by City as described in Attachment A. The amount of City's share of funding for design and construction of the Project shall not exceed **Three Hundred Sixty-three Thousand One Hundred Thirty-seven and fifty/hundredths Dollars (\$363,137.50)**.

II.

City agrees to provide all funding, including costs of design, for the City requested items from current revenues available to the City. Subsequent to County receipt of construction contract bids and prior to the award of such contract, County shall notify City of the total cost of construction of City funded items as determined by the unit bid prices for the City-funded quantity of work and design cost. Subject to the not-to-exceed amount stated in Paragraph I above, City shall establish an escrow account and shall deposit funds equal to City's share of the total cost of Project construction in said account prior to the award of the construction contract. County will bill City on a monthly basis, based upon actual City-funded work performed during the month. City agrees to pay such billing within thirty (30) days after receipt of the monthly billing. Upon completion of the Project, County will do a final accounting of the cost of City-funded items. In the event that the amount paid by City exceeds the actual cost, the difference will be remitted to City within thirty (30) days after completion of the final accounting. In the event that additional funds are due for City requested items, County will bill City in the amount of the additional funds; provided, however, that

in the event the additional funding required exceeds the not-to-exceed amount stated in Paragraph I above, payment can only be made by City pursuant to supplemental agreement authorized by resolution of the City Council and City shall not be obligated to make payment in excess of the not-to-exceed amount stated above until authorization is obtained from the City Council. City agrees to pay such additional funds, if and when authorized, within thirty (30) days after receipt of the billing from County or authorization from the City Council, as applicable.

III.

City hereby agrees to provide inspection services for the City-funded work in coordination with the County through County's Department of Public Works.

IV.

City agrees to be responsible for approval of all design changes and to provide for any additional funding necessitated thereby or for any increase in quantity of construction for City-funded work. Adjustments in City funding shall be approved by duly authorized supplemental agreement in accordance with the Charter and ordinances of the City of Mesquite.

V.

County hereby agrees to provide for advertisement for bids and award of contract for construction on the Project and to provide for contract administration, construction inspection and materials testing in accordance with the approved plans and specifications, subject to County funding participation as provided in the 1991 Bond Program authorization for this Project.

VI.

County hereby agrees that construction will not commence until this Agreement has been fully executed by the City and the County.

VII.

County hereby agrees that it will not make any payment, progress or final, to the contractor performing the City-funded work under this Agreement until construction has been approved in writing by the City. County agrees that all payments to the contractor shall be based on measured quantities of the Work completed, as furnished to the County by the City's authorized inspector/representative.

VIII.

City hereby agrees to provide all right-of-way within the City of Mesquite for construction of the Project and the Work.

IX.

County hereby agrees to advise City of all design changes and construction change orders occurring during the construction. Funding for all change orders shall be in accordance with Section IV through VII of this Agreement.

X.

This Agreement shall be expressly subject to the County's Sovereign Immunity and the Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XI.

City and County agree and acknowledge that each entity is not an agent of either of the other entity and that each entity is responsible in accordance with the laws of the State of Texas for its own acts, forbearance, negligence and deeds, and for those of its officers, agents or employees in conjunction

with the performance of work covered under this Agreement.

XII.

The Effective Date of this Agreement shall be the latest date it is executed by one of the parties.

Reference to the date of execution shall mean the Effective Date.

XIII.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XIV.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions of this Agreement shall remain in full force and effect.

XIII.

This Agreement embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written supplemental agreement of the parties to be attached hereto and made a part of this Agreement.


00070

Executed as of the Effective Date.

COUNTY OF DALLAS

CITY OF MESQUITE

BY: Lee F. Jackson
County Judge



BY: Mike Anderson, Mayor

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant District Attorney



Assistant City Attorney

Date _____

Date 1/16/01

HICKORY TREE ROAD PROJECT 91-848.1
(BRUTON ROAD TO NEW MARKET ROAD)
SUPPLEMENTAL CITY/COUNTY AGREEMENT

ATTACHMENT A

MESQUITE UTILITY CONSTRUCTION	\$292,835.00
CITY REQUESTED CONSTRUCTION (SIDEWALKS)	\$50,000.00
CITY REQUESTED CONSTRUCTION (TRAFFIC ITEMS/PAVEMENT MARKINGS)	\$20,302.50
CITY OF MESQUITE FUNDS	\$363,137.50