

INTERLOCAL AGREEMENT
FOR THE WYLIE HIGH SCHOOL TENNIS COURTS' LIGHTING REPLACEMENT
PROJECT BETWEEN THE WYLIE INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF WYLIE, TEXAS

This Interlocal Agreement ("Agreement") is between the **WYLIE INDEPENDENT SCHOOL DISTRICT**, located in Collin County ("District"), and the **CITY OF WYLIE, TEXAS**, a municipal corporation situated in Collin, Rockwall, and Dallas Counties ("City"), pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended ("Act"), and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The District and the City are sometimes referred to herein individually as the "party", and collectively as the "parties".

WITNESSETH:

WHEREAS, the District and City have an agreement permitting public access to the District's tennis courts located at Wylie High School on District property; and

WHEREAS, the District and the City wish to collaborate to replace the lighting on the tennis courts, as generally described in Exhibit A, attached hereto, to continue benefitting District students and the community as whole; and

WHEREAS, the Act authorizes the District and the City to contract with one another for joint collaborations, related administrative functions, and other governmental functions in which they are mutually interested; and

WHEREAS, the Wylie Independent School District Board of Trustees has found, and hereby declares, it is in the best interests of the District to replace the lighting on the tennis courts to enhance the cocurricular, extracurricular, and recreational services provided to District students and the community, respectively; and

WHEREAS, the Wylie Independent School District Board of Trustees desires to collaborate with the City to replace the lighting on the tennis courts; and

WHEREAS, the City desires to collaborate with the District to replace the lighting on the tennis courts.

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual provisions herein contained, the District and the City hereby agree as follows:

I. Purpose

- 1.1 The purpose of this Agreement is to define the parameters and responsibilities of both parties and enable the continued use of the tennis courts by the District's students and the general public.
- 1.2 The District is planning and discussing with the City a project to replace the lighting on the tennis courts located on the Wylie High School campus ("Project"). It is in the best interest of both parties that the lighting be replaced to benefit District students and the community.

- 1.3 This Agreement is evidence that the Wylie Independent School District's Board of Trustees and the Wylie City Council have each contemplated and do agree to mutual collaboration on the Project.

II. Obligations of the District

- 2.1 Upon execution of this Agreement, the District shall, in accordance with applicable competitive procurement laws, secure the services of a qualified contractor to perform the Project.
- 2.2 The District shall cooperate with the applicable contractor to develop any plans necessary for completion of the Project. The District will deliver such plans to the City, for the City's review, within a reasonable time. The plans shall be in general conformance with Exhibit A.
- 2.3 The District shall consider the City's comments to the plans and cooperate in good faith to address any comments prior to finalizing the plans.
- 2.4 The District, in its reasonable discretion, shall finalize and approve the plans prior to commencing the Project.
- 2.5 The District shall keep the City reasonably informed of the status of the Project.
- 2.6 The District shall send to the City a purchase order for the City's pro rata share of the cost of the Project.
- 2.7 The District will contribute \$180,000 toward the Project costs and work with the contractor to ensure timely completion. Any reasonable and necessary cost overruns on the Project shall be split by the District and City based on each party's pro rata share of the Project cost, as set forth in this Agreement.
- 2.8 The District shall administer the construction contract for the Project and diligently pursue completion of the Project.
- 2.9 The District grants to the City and its consultant(s) and contractor(s) the reasonable right and license to access and enter into District property with prior reasonable notice to the District for the purpose of inspecting the Project. While on District property the City, its consultants, and contractors must abide by the laws, policies, and procedures of the District.

III. Obligations of the City

- 3.1 The City shall, upon receipt, review the Project plans and submit comments.
- 3.2 The City shall cooperate in good faith with the District and the contractor in developing or modifying the plans.
- 3.3 The City shall contribute no more than \$140,000 toward the Project costs and submit payment to the District upon receipt of the District's purchase order. The District shall provide to the City upon request a copy of the pay applications, pay requests, and/or other

appropriate documentation received from the District's consultant(s) and/or contractor(s) or as otherwise prepared as evidence of the costs and expenses for which the District seeks payment from the City. The parties agree that the City's sole financial responsibility for the Project shall be limited the amount stated in this section, excepting cost overruns subject to Section 2.7, if applicable.

IV. Default

- 4.1 As used in this Agreement, "default" shall mean the failure of the District or City to make any payment or perform any obligation at the time and in the manner required by this Agreement.
- 4.2 Upon failure of either party to this Agreement to make a payment or to perform an obligation required hereunder, the other party shall promptly give written notice of such default to the party in default. The party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default and, if cured within such time, the default specified in such notice shall cease to exist.
- 4.3 If default is not cured as provided in this Agreement, the party not in default may resort to all remedies under the law, including the recovery of its expenses and reasonable attorneys' fees incurred in connection therewith. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting party, and providing that the default complained of has not been cured by the defaulting party, then the non-defaulting party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting party.

V. Miscellaneous Provisions

- 5.1 Non-Waiver. No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver or any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a practice or course of dealing between the parties contrary to the terms of this Agreement.
- 5.2 Law and Venue. This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Collin County, Texas.
- 5.3 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the District or City nor to create any legal rights or claim on behalf of any third party. The District does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the state of Texas.

5.4 Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the District and the City.

5.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

5.6 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

5.7 Notices. Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

To the District: Wylie Independent School District
 Attn: Dr. David Vinson, Superintendent
 951 South Ballard Avenue
 Wylie, Texas 75098

To the City: City of Wylie
 Attn: _____
 300 Country Club Road
 Wylie, TX 75098

With a copy to: J. Scott Roderick
 Assistant Superintendent for Finance and Operations
 951 South Ballard Avenue
 Wylie, Texas 75098

5.8 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.

5.9 Relationship. Each party is acting independently; neither is an agent, servant, employee of the other; and the parties are not engaged in a joint enterprise.

- 5.10 Assignment. This Agreement may not be assigned without the prior written consent of the other party.
- 5.11 Attorneys' Fees. If any lawsuit or other legal proceeding is brought by one party against the other, each party shall bear their respective attorneys' fees and court costs.
- 5.12 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, 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 agreement of the parties to be attached to and made a part of this Agreement.
- 5.13 Insurance. Each party shall, at its sole cost, provide liability insurance for itself or self-insurance equivalent covering its own activities and duties set forth herein.
- 5.14 Availability of Funds. The parties agree that the party paying for the performance of governmental functions or services under this Agreement shall make those payments only from current revenues legally available to the paying party. The parties further agree that funds for the Project are not presently budgeted for parties' respective performance under this Agreement beyond the end of each party's 2021-2022 fiscal year. If funds for a party's performance under this Agreement are not budgeted to continue beyond the 2021-2022 fiscal year, then that party will give the other party sixty (60) days' written notice thereof. The parties shall have no liability for payment of any money for the Project after the end of their 2021-2022 fiscal years unless and until such funds are budgeted.
- 5.15 Relationship of the Parties. Each party understands and agrees that each party's performance of its respective obligations required by this Agreement is an action of an independent entity and that the execution of this Agreement shall not be construed so as to create a joint venture or agency relationship by or between the parties. Each party is an independent governmental entity acting pursuant to the laws of the State of Texas and local ordinances and policies regulating its conduct, and by execution of this Agreement, the parties make no representations regarding the validity of the actions taken by the other party.

Wylie Independent School District

City of Wylie



President, Board of Trustees

Printed Name: _____
Title: _____

Exhibit A

GROVES ELECTRICAL SERVICE, INC.

2410 SQUIRE PLACE, FARMERS BRANCH, TEXAS 75234, 972-484-2717 FAX 972-484-2263

ELECTRICAL and MECHANICAL, CONTRACTING and SERVICE

www.groveselectric.com TECL17392

"SINCE 1968"

10/18/2021
David Wolfe
Wylie ISD
200 Pirate Drive
Wylie, Texas 75098
469-628-2082
david.wolfe@wylieisd.net

Bid #21OCT18ABB

Wylie HS Tennis Lights Replacement New Poles and Underground

Take down the existing poles and fixtures and dispose of them. Break the existing pole foundations to below grade. Install new Musco light poles and LED fixtures to achieve a 70FC average court with a 25 year parts and labor warranty. Repair to concrete outside the courts that is necessary to remove for the demolition and installation. No painting of the concrete is included.

Price: \$318,630.00

Exclusion:

Repair of any unmarked or mismarked utilities including irrigation
Permits
Tax
