

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 17-1693

**A RESOLUTION OF THE CITY OF LAGO VISTA, TEXAS,
ADOPTING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAGO VISTA AND THE LAGO
VISTA INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the City Council of the City of Lago Vista (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare to participate in a federal program providing funding to local governments for certain transportation improvements; and

WHEREAS, the City desires, through the Lago Vista Middle School Safe Routes to School Project CSJ # 0914-04-301, to construct safe, accessible and welcoming pedestrian and traffic improvements within and adjacent to the Lago Vista Middle School campus; and

WHEREAS, the Memorandum of Understanding will establish a partnership with the Lago Vista Independent School District which memorializes the obligations, expectations and rights to each party has to meet the federal requirements; and

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

1. That the City adopts the Memorandum of Understanding related to the Lago Vista Middle School Safe Routes to School Project CSJ # 0914-04-301; and,
2. That the City Council directs and designates the City Manager as the City’s Authorized Representative to act in all matters in connection with this Memorandum of Understanding.
3. That it be further resolved that the City Council directs City Staff to cooperate fully with the Lago Vista Independent School District as necessary to complete Project CSJ # 0914-04-301.
4. That it be further resolved that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

AND, IT IS SO RESOLVED

PASSED & APPROVED ~~this~~, the 7nd day of March, 2017.

ATTEST:

Sandra Barton

Sandra Barton, City Secretary



Dale Mitchell

Dale Mitchell, Mayor

On a motion by Councilwoman Smith, seconded by Councilman Sullivan, the above and foregoing instrument was passed and approved.

STATE OF TEXAS

COUNTY OF TRAVIS

**Memorandum of Understanding
Between City of Lago Vista, Texas and
Lago Vista Independent School District**

This Memorandum of Understanding entered into this 13th day of February 2017 by and between City of Lago Vista, a municipal corporation, (hereinafter called the "COLV"), and Lago Vista Independent School District, a Texas public school district (hereinafter called "LVISD").

Whereas, the City Council of COLV and the Board of Trustees of LVISD desire to construct facilities that will provide improved pedestrian access and safety at the Lago Vista Middle School (hereinafter called "LVMS"); and

Whereas, the COLV and LVISD have submitted an application to the the Capital Area Metropolitan Planning Organization (hereinafter called "CAMPO") for funds from the Texas Department of Transportation (hereinafter called "TxDOT") Safe Routes to Schools program (hereinafter called "SRTS") to construct pedestrian enhancements at the LVMS; and

Whereas, the COLV has executed the TxDOT Advanced Funding Agreement for SRTS Project number CSJ 0914-04-301 which is attached hereto as Exhibit "A" and incorporated herein for all purposes, to construct pedestrian enhancements from the SRTS program at the LVMS campus (hereinafter called "Project"); and

Whereas, the City Council of COLV and the Board of Trustees of LVISD desire to implement construction of the funded pedestrian improvements as a Local Let Project utilizing the guidance and requirements of TxDOT's Local Government Project Procedures (hereinafter called "LGPP"); and

Whereas, the City Council of COLV and the Board of Trustees of LVISD desire to execute a Memorandum of Understanding hereinafter called "MOU"), to document the responsibilities of both parties in the implementation of the TxDOT funded SRTS Project; and

Whereas, the City Council further desires to authorize the Mayor of the COLV to execute any MOU between the Parties as well as authorize the Mayor and/or City Manager to take all steps necessary to effectuate the terms of the MOU; and

Whereas, the Board of Trustees of LVISD desires to authorize the President of the Board to execute any MOU between the Parties as well as authorize the Board President and/or Superintendent to take all steps necessary to effectuate the terms of the MOU;

NOW, THEREFORE, this Memorandum of Understanding, when accepted by both parties shall constitute the entire agreement as to the scope of responsibilities of each party and the terms of the MOU.

The Parties does mutually agree as follows:

In summary, the benefit of receiving TxDOT monies arrives with certain federal and state obligations. COLV as the governmental entity submitting the grant application has the responsibility to fulfill all federal and state obligations and to document that performance.

1. Time of Performance. The duties performed by COLV and LVISD shall commence upon execution of this letter. All services required and rendered under this contract shall be completed according to the time frames and deadlines established by TxDOT.

2. COLV Responsibilities: The COLV will take responsibility for the following areas:

- a) COLV will retain the supervisory responsibility of ensuring that all Federal and LGPP requirements have been met on the Project.
- b) COLV will be responsible for all professional fees, TxDOT fees, permits and construction costs concerning this Project.
- c) COLV shall coordinate with the LVISD to schedule construction at times when construction will have the least impact on LVMS students.
- d) COLV shall coordinate with the LVISD on any Project design changes.
- e) COLV shall ensure that all Project activities will be conducted in a manner that meets TxDOT requirements.

3. LVISD Responsibilities: The LVISD will take responsibility for the following areas:

- a) LVISD will provide access to all rights-of-way and both temporary construction and where required, temporary easements, and identify utility locations to allow the construction of the pedestrian enhancements at its LVMS campus.
- b) LVISD will maintain all pedestrian enhancements constructed on its LVMS campus for a period of ten (10) years following acceptance of the Project.
- c) LVISD will not remove or substantially alter any item constructed through this Project without consultation and approval of COLV and TxDOT, pursuant to the procedures outlined in Exhibit A.
- d) LVISD has no responsibility for the costs of professional services, fees, permits or construction costs for the Project, but may bear some construction costs for any modifications required by the LVISD once the Project is complete.
- e) LVISD to review and approve design.
- f) LVISD may, at their option, conduct periodic inspections of Project construction.
- g) The temporary construction easement shall expire upon final acceptance of the construction Project.
- h) The date that TxDOT issues the Notification of Final Acceptance of the Project to COLV shall trigger the ten (10) year maintenance period.

4. Authority.

- a) The City Council of the COLV hereby authorizes the Mayor of the COLV to execute this MOU upon approval;
- b) The City Council of the COLV also hereby authorizes the Mayor and/or the City Manager to take all necessary steps to effectuate the Project;
- c) The Board of Trustees of the LVISD hereby authorizes the President of the Board of Trustees to execute this MOU upon approval;
- d) The Board of Trustees of the LVISD also hereby authorizes the President and/or the Superintendent to take all necessary steps to effectuate the Project.

5. Amendments to Memorandum of Understanding. This MOU may be amended only in writing and shall require the mutual consent of both Parties. Cancellation of this agreement shall require cause and fifteen (15) calendar day notice by written letter, addressed to the non-canceling party.

6. Jurisdiction. This MOU shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

7. Expiration. Except for any continuing obligations or modifications that may be requested by LVISD, this MOU will expire when TxDOT issues to COLV the Notification of Final Acceptance of Project. As to any continuing obligations or for modifications, the terms of the TxDOT Advanced Funding Agreement for SRTS Project number CSJ 0914-04-301 shall control.



Name: Dale Mitchell

Title: Mayor

For the City of Lago Vista, Texas



Name: Scott Berentsen

Title: Board President

For the Lago Vista Independent School Dist.

Attested to:



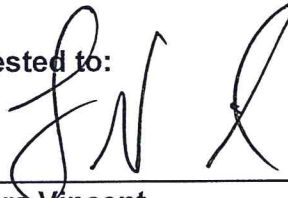
Sandra Barton

Title: City Secretary

For the City of Lago Vista, Texas



Attested to:



Laura Vincent

Title: Board Secretary

For the Lago Vista Independent School Dist.