

THE STATE OF TEXAS

AGREEMENTS  
FUNDING AGREEMENT  
DOUGLASS COMMUNITY ART  
ADVISORY COMMITTEE  
SPECIAL PROJECTS

COUNTY OF COLLIN

On March 22, 2005, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris **NOT PRESENT**  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes **NOT PRESENT**  
Jack Hatchell

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered approval of a Funding Agreement with the Douglass Community Art Advisory Committee for improvements to wall art through the Collin County Parks/Open Space Project Funding Assistance Program.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Funding Agreement with the Douglass Community Art Advisory Committee for improvements to wall art through the Collin County Parks/Open Space Project Funding Assistance Program (NTE \$4,500). Same is hereby approved as per the attached documentation.

**NOT PRESENT**

Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2

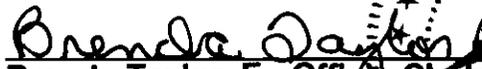
**NOT PRESENT**

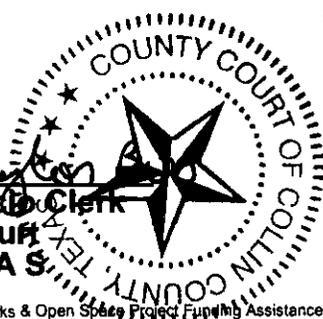
Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:

  
Brenda Taylor, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS



3/3/05  
ml

# COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

This space for Court Clerk

ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

RECEIVED  
2005 MAR 15 AM 8:56

AGENDA NUMBER:

REGULAR \_\_\_\_\_

CONSENT \_\_\_\_\_

INSTRUCTIONS ON THE REVERSE

## REQUESTING DEPARTMENT

Date: February 28, 2005 Court Date: March 22, 2005 Phone/Ext: 3744 Department: Special Projects

Description of Agenda Item: Funding Agreement between Collin County &

Douglass Community Arts Advisory Committee for improvements to wall art

(03PG04) through the Collin County Parks/Open Space Project Funding

Assistance Program - NTE \$4,500.00 as per Court Order #2004-891-10-12.

DEPARTMENT HEAD  
SIGNATURE:

*Joselyn E. Delgado*

### BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget:  Yes  
 No

Amount Budgeted: NTE \$4,500  
(or needed)

Account Number: 410-5006-502-6079

## PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s): \_\_\_\_\_

### CHECK TWO OF THE BELOW

ADVERTISE	<input type="checkbox"/>	BIDS	<input type="checkbox"/>
AWARD	<input type="checkbox"/>	PROPOSALS	<input type="checkbox"/>

BOND REQUIRED: \_\_\_\_\_ INS. REQ'D: \_\_\_\_\_  
 ANNUAL ACTION: \_\_\_\_\_ EFFECTIVE: \_\_\_\_\_  
 AD DATES: \_\_\_\_\_ OPEN DATE/TIME: \_\_\_\_\_

Item Description for Agenda: Commissioners' Court consideration and approval to enter into a funding agreement between Collin County & the Douglass Community Arts Advisory Committee for improvements to wall art.

Remarks: This is funded through the Parks/Open Space Project.

PURCHASING AGENT  
SIGNATURE:

*Franklin Dyer*

SH

## AUDITOR'S OFFICE ACTION & COMMENTS

### BUDGET/FUNDING VERIFICATION

BUDGETED	<input checked="" type="checkbox"/>	FUNDS AVAILABLE	<input checked="" type="checkbox"/>
UNBUDGETED	<input type="checkbox"/>	ACCOUNT NUMBER FOR AVAILABLE FUNDS	
FUNDS NOT AVAILABLE	<input type="checkbox"/>	(Needed for Agenda Submission)	

410-5006-502-6079 03PG04

### BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC	<input type="checkbox"/>
EMERGENCY, Sec 111.010 LGC	<input type="checkbox"/>

### FUNDS TRANSFER RECOMMENDATION

AMOUNT	DEPARTMENT NAME	ACCOUNT NUMBER
\$ _____	From _____	_____
\$ _____	From _____	_____
\$ _____	To _____	_____
\$ _____	To _____	_____

Remarks: \_\_\_\_\_

COUNTY AUDITOR  
SIGNATURE:

*[Signature]*

## BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET OFFICER  
SIGNATURE:

*[Signature]*

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alw



**Special Projects**

February 28, 2005

**TO:** Judge and Commissioners

**FROM:** Ruben Delgado 

**RE:** 2003 Open Space Bond, 1<sup>st</sup> Series – Funding Agreement

Execution of the attached Funding Agreement between Collin County and the Douglass Community Arts Advisory Committee is requested. Funding for this project was approved as part of the 1<sup>st</sup> Series Parks and Open Space Funding Assistance Program per Court Order 2004-891-10-12.

**cc:** Jeff Durham



**Funding Agreement  
Between  
Collin County  
And  
Douglass Community Art Advisory Committee**

That Collin County (hereinafter referred to as "County"), and the Douglass Community Art Advisory Committee (DCAAC), a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "DCAAC") enter into this funding Agreement to set out the terms and conditions governing the award of County funds to DCAAC for the purposes set out herein.

**WHEREAS**, the Commissioners Court finds that the expenditure of public funds to DCAAC is in the best interest of Collin County and its citizens; and

**WHEREAS**, the County has determined that the parks and open space improvements may be constructed most economically by implementing this agreement; and

**WHEREAS**, the Commissioners Court finds that expending public funds for the purpose stated above is a valid public purpose; and

**WHEREAS**, Collin County has Parks and Open Space Bond Funds available to enable the County to award \$4,500.00 to DCAAC for the purposes set forth in this Agreement; and

**WHEREAS**, the County and the DCAAC find that this agreement will benefit the residents of Collin County by providing additional and/or enhanced park, recreational and cultural facilities; and

**WHEREAS**, this agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan; and

**WHEREAS**, DCAAC through the application process, has demonstrated that it has the ability to perform such services.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**ARTICLE I**

This Agreement provides the terms and conditions under which County will make available the sum of \$4,500.00 to be used to support the Douglas Community Wall Art to provide funding for contracted services as described in the application. The source of these funds is County Park and Open Space bond funds. In consideration of Collin County providing funding specified herein, DCAAC shall abide by the terms and conditions of this Agreement.

## ARTICLE II

DCAAC shall use any and all funds furnished by County under this Agreement for the purposes outlined herein and in Exhibit "A" (attached hereto).

1. Should the DCAAC wish to utilize funds for any purpose other than those stated in the Application, the DCAAC must obtain approval from the DCAAC's Board, the Parks Foundation Advisory Board and Collin County Commissions Court (the "Commissioners Court"). No change may occur unless:

- a. Approved by DCAAC's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Collin County Parks Foundation Advisory Board as evidenced by the official minutes of the Board authorizing the change presented by the DCAAC's Board;
- c. Approval from Commissioners Court.

All expenditures of bond funds must comply with this Agreement and the attachments hereto.

Unexpended and unencumbered bond funds will revert to the County's Park and Open Space bond fund.

## ARTICLE III

DCAAC may not assign any interest in this Agreement, whether in whole or part, without prior approval of Commissioners Court as reflected by Commissioners Court Order.

## ARTICLE IV

The County enters into this Agreement with DCAAC for the purposes enumerated in Article I. DCAAC asserts and agrees that DCAAC is an independent contractor and not an officer, agent, servant or employee of Collin County. DCAAC has exclusive control over the details of the activities necessary to accomplish the purposes outlined herein and in Exhibit "A", and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between County and DCAAC, its officers, agents, employees, contractors, subcontractors and consultants. Further, this Agreement does not create a partnership or joint enterprise between County and DCAAC.

## ARTICLE V

The DCAAC estimates the total actual cost of the project to be \$4,500.00. The County agrees to fund the cost to construct improvements set out in Exhibit "A" in an amount not to exceed **\$4,500.00**. The County shall reimburse the DCAAC for invoices submitted by the DCAAC for cost related to the Project (refer to Exhibit "A").

Alternative payment schedules would require Commissioners Court approval. The DCAAC shall be responsible for any costs that exceed the total estimated Project cost.

The DCAAC shall install a **project sign** identifying the project as being partially funded by the Collin County 2003 Parks and Open Space Bond Program. The DCAAC shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the Project, the DCAAC shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project. All projects for which the County has provided funds through its 2003 Parks and Open Space Bond Program must remain open and accessible to all County residents.

#### ARTICLE VI

**INDEMNIFICATION.** To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

#### ARTICLE VII.

**VENUE.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

#### ARTICLE VIII.

**SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

#### ARTICLE IX.

**ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XIII.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

**ATTEST:**

By: Kimberly M. Sheldon  
Name: Kimberly M. Sheldon  
Title: Assistant to County Judge  
Date: 4-2-05

**COUNTY OF COLLIN, TEXAS**

By: [Signature]  
Name: Ron Harris  
Title: County Judge  
Date: 4-2-2005  
Executed on this \_\_\_ day of \_\_\_,  
200\_\_\_, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. \_\_\_\_\_.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DOUGLASS COMMUNITY ART  
ADVISORY COMMITTEE**

By: [Signature]  
Name: Dollie Thomas  
Title: President  
Date: Jan 19, 2004  
Executed on behalf of the Douglass  
Community Art Advisory Committee

**EXHIBIT "A"**

The County will provide funding assistance for the following:

- Solar lighting for park and open space improvements

Total requested \$4,500.00

**Total funding \$4,500.00**

**Contact Information**

Request for reimbursement submitted to:

Collin County  
Special Projects  
Teresa Nelson  
825 N. McDonald Street, Suite 145  
McKinney, Texas 75069  
972-548-3744

Submission of electronic photos and quarterly reports:

Teresa Nelson  
[tnelson@collincountytexas.gov](mailto:tnelson@collincountytexas.gov)

**Project Manager Contact:** (must be able to answer specific questions regarding project)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_