

THE STATE OF TEXAS

COUNTY OF COLLIN

AGREEMENTS  
MODIFIED  
DESIGN AND CONSTRUCTION OF THE US 75  
RAMP IMPROVEMENT  
CITY OF PLANO  
ENGINEERING

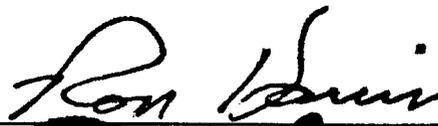
On **May 30, 2006**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Ron Harris**  
**Phyllis Cole**  
**Jerry Hoagland**  
**Joe Jaynes**  
**Jack Hatchell**

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

During such session the court considered a request for approval of the modified Interlocal Agreement with the City of Plano.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of the modified Interlocal Agreement with the City of Plano for the Design and Construction of the US 75 Ramp Improvement Project (Bond Project No. 03-045) for an increase of \$24,178 for the final design cost and an additional \$500,000 as Collin County's portion of the commitment to TxDOT for construction costs. Same is hereby approved in accordance with the attached documentation.

  
\_\_\_\_\_  
Ron Harris, County Judge

  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

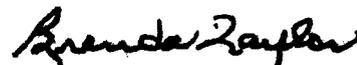
  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3

  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4



ATTEST:

  
\_\_\_\_\_  
**Brenda Taylor, Ex-Officio Clerk**  
**Commissioners' Court**  
**Collin County, T E X A S**



# COLLIN COUNTY

Engineering Department  
825 N. McDonald Street  
Suite 160  
McKinney, Texas 75069  
972-548-3727  
www.collincountytx.gov

**To:** Commissioners Court

**Date:** 9/20/05

**From:** Ruben E. Delgado, Director of Engineering

**Subject:** Request for Approval of Modification to Interlocal Agreement Between Collin County and the City of Plano for the Design and Construction of the US 75 Ramp Improvement Project – Bond Project #03-045

On October 12, 2004, Commissioners Court approved an Interlocal Agreement between Collin County and the City of Plano for the above subject project – see attached Court Order No. 2004-846-10-12.

The City of Plano requests Commissioners Court consider modification of the original Interlocal Agreement. Engineering costs for the project were estimated to be \$657,005.00 with the City of Plano and Collin County sharing the engineering fee equally (\$328,502.50). The final design cost of the project is \$705,362.00. Based on the final design cost, the County and City will each pay \$352,681.00.

The City has also entered into an agreement with TxDOT to provide \$1,000,000.00 of the \$7,045,588.00 estimated construction cost. The city requests that Collin County provide one-half (\$500,000.00) of the City's \$1,000,000.00 commitment to TxDOT.

The 2003 Bond program allocated \$4,000,000.00 as the county's one-half cost participation of the total estimated project cost of \$8,000,000. The \$852,681.00 will be deducted from the county's share of the project. The remaining county participation will be \$3,147,319.

We request Commissioners Court favorably consider approval of the modified ILA.

xc: Bill Bilyeu  
Rodney Rhoades  
Darci Hooten

# COMMISSIONERS' COURT AGENDA REQUEST FORM

9/21/05  
mc

|   |                            |   |
|---|----------------------------|---|
| REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM<br><br>ON THE TUESDAY PRIOR TO THE MONDAY MEETING. | This space for Court Clerk | AGENDA NUMBER:<br>REGULAR<br>CONSENT <u>24384</u> |
| INSTRUCTIONS ON THE REVERSE   |                            |   |

## REQUESTING DEPARTMENT

Date: 9/17/05 Court Date: 5/30/06 Phone/Ext: 3728 Department: Engineering

Description of Agenda Item: Request for Approval of Modification to  
Interlocal Agreement between Collin County and the City of Plano  
For the Design & construction of the US 75 Ramp Improvement  
Project - Bond Project #03-045  
 DEPARTMENT HEAD SIGNATURE: [Signature]

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget:  Yes  No

Amount Budgeted: \$4,000,000.00  
 (or needed) 415

Account Number: ~~409-9005-603-7104~~ 8701 7710  
project 03045

## 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 any action regarding approval of the modified Interlocal Agreement with the City of Plano for design and construction of US 75 Ramp Improvements, Bond Project 03-045, originally approved by Court Order 2004-846-10-12. Revised agreement includes an increase for design of \$24,178.00 and an additional \$500,000.00 as a 50/50 split with the City for the agreement with TxDOT. The  
 Remarks: balance of 2003 Bond allocation for this project will be \$3,147,319.00.

PURCHASING AGENT SIGNATURE: [Signature] dh

## AUDITOR'S OFFICE ACTION & COMMENTS

| BUDGET/FUNDING VERIFICATION |                          | BUDGET AMENDMENT REQUIRED  |                          |
|-----------------------------|--------------------------|--|--------------------------|
| BUDGETED                    | <input type="checkbox"/> | NON-EMERGENCY, Sec 111.011 LGC                                       | <input type="checkbox"/> |
| UNBUDGETED                  | <input type="checkbox"/> | EMERGENCY, Sec 111.010 LGC   | <input type="checkbox"/> |
| FUNDS NOT AVAILABLE         | <input type="checkbox"/> | ACCOUNT NUMBER FOR AVAILABLE FUNDS<br>(Needed for Agenda Submission) |                          |

RECEIVED  
PURCHASING AGENT  
09 SEP 21 PM 12:28

FUNDS TRANSFER RECOMMENDATION

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

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

COUNTY AUDITOR SIGNATURE: \_\_\_\_\_

## BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGETED

BUDGET OFFICER SIGNATURE: [Signature]

9/21/05  
mc

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE DESIGN AND CONSTRUCTION OF THE  
US 75 RAMP IMPROVEMENT PROJECT**

**2003 BOND PROJECT #03-045**

**WHEREAS**, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") entered into an Interlocal Agreement for the design of the US 75 Ramp Improvement Project (the "Project") in Plano, Collin County, Texas, dated October 18, 2004 ("Agreement"); and

**WHEREAS**, the estimated cost for the Project design was \$657,005.00, and the County agreed to pay fifty percent (50%) of this amount; and

**WHEREAS**, the Project design is now complete, and the actual cost for the design increased to a total of \$705,362.00; and

**WHEREAS**, County has agreed to assume their fifty percent (50%) share of the increased Project design cost, bringing their participation to \$352,681.00; and

**WHEREAS**, the County has remitted \$164,251.25 to the City, to date, toward their share of the design costs, leaving a balance of \$188,429.75 due and owing; and

**WHEREAS**, the City has entered into an agreement with the Texas Department of Transportation ("TxDOT") for the construction of the US 75 Ramp Improvement Project which calls for the City to contribute \$1,000,000.00 toward construction costs; and

**WHEREAS**, the City has requested and the County has agreed to reimburse the City for fifty percent (50%), or \$500,000.00, of the Project construction costs; and

**WHEREAS**, the County and City desire to modify the Agreement to account for an increase in design cost and to include funding for construction of the US 75 Ramp Improvement Project; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes 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 and County have determined that the improvements may be constructed most economically by implementing this Agreement.

**NOW, THEREFORE**, this First Amended Interlocal Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City has completed the design of the Project and has submitted the final plans to the Texas Department of Transportation (TxDOT) in preparation for a bid letting in November 2005.

**ARTICLE II.**

The final design cost of the project is \$705,362.00. The County and City will each pay fifty percent (50%) of this amount, or \$352,681.00. The County has already remitted \$164,251.25 to the City, leaving a balance due of \$188,429.75. County will pay this remaining balance to the City within thirty (30) days following County's receipt of the City's written request for payment.

**ARTICLE III.**

The City has entered into an agreement with TxDOT to provide \$1,000,000 for construction of the Project. TxDOT is providing \$7,045,588.00. The City requests that the County provide one-half of the \$1,000,000 City contribution for construction. The County agrees to provide \$500,000 for construction of the Project. The County will remit its \$500,000 to the City within thirty (30) days following the County's receipt of the City's written request for payment.

**ARTICLE IV.**

The County and City agree that there is a total of \$852,681.00 committed to the Project out of the \$4,000,000 that was allocated to the Project in the 2003 Collin County Bond Program. County and City agree that the remaining funds may be reallocated to a mutually agreed upon project.

**ARTICLE V.**

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project costs and progress reports every thirty (30) days until Project completion.

**ARTICLE VI.**

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

## ARTICLE VII.

**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 VIII.

**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 IX.

**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 X.

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

## ARTICLE XI.

**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 XII.

**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 XIII.

**TERM.** This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

In the event of any conflict or inconsistency between the provisions set forth in this First Amended Interlocal Agreement and the Agreement, this First Amended Interlocal Agreement shall govern and control. For and in consideration of the covenants, duties and obligations contained herein, the parties do mutually agree that except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**APPROVED AS TO FORM:**

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

**COUNTY OF COLLIN, TEXAS**

By: [Signature]  
Name: Ron Harris  
Title: County Judge  
Date: June 6, 2006

Executed on this 30th date of May, 2005 by the County of Collin, pursuant to Commissioners' Court Order No. 2006-469-05-30

**ATTEST:**

By: \_\_\_\_\_  
Name: Elaine Bealke  
Title: City Secretary  
Date: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: \_\_\_\_\_

Executed on behalf of the City of Plano pursuant to City Council Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_

**Name:**          Diane Wetherbee

**Title:** City Attorney

**Date:** \_\_\_\_\_

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