

**AMENDED INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE DESIGN AND RIGHT OF WAY ACQUISITIONS FOR THE  
PARKER ROAD AND U.S. 75 INTERCHANGE**

**2003 BOND PROJECT # 03-046**

**WHEREAS**, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), entered into an agreement concerning the design of the Parker Road and U.S. 75 Interchange (the "Project") in Plano on October 12, 2004, in which the County agreed to provide 50% of the cost of design of the project in the estimated amount of \$117,428.00; and

**WHEREAS**, the City has completed the design of the Parker Road and U.S. 75 Interchange project. The Project shall include an environmental assessment of the Project. All improvements were designed to meet or exceed the current Texas Department of Transportation (TxDOT) design standards; and

**WHEREAS**, the City acquired 3,972 square feet of real property in the vicinity of the improvements for use as right of way; and

**WHEREAS**, the City and County have entered into a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation to provide funding for the project in which the City agreed to provide funding in the amount of \$1,700,000.00 for design and right of way, and the County agreed to provided funding in the amount of \$2,684,711.00 for construction.

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

**WITNESSETH:**

**ARTICLE I.**

The City's actual total cost of the design and right of way is \$1,674,195.00. The County agrees to fund one-half of the total cost to design the improvements in an amount not to exceed \$837,097.50. The County has previously paid the City \$58,714.00, leaving a balance of \$778,383.50. The County agrees to pay the City the balance within 30 days of receiving a final notice and accounting of the City's expenditures.

**ARTICLE II.**

The City and County acknowledge that there is an allocation of \$6,000,000.00 from the 2003 Collin County Bond Program. The County has paid TxDOT \$2,684,711.00 and agrees to pay Plano \$837,097.50 for a total of \$3,521,808.50. This leaves a balance of \$2,478,191.50 which the City and County agree to reallocate to a mutually agreed upon project.

### **ARTICLE III.**

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 IV.**

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 V.**

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 VI.**

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 VII.**

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

### **ARTICLE VIII.**

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 IX.**

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 X.**

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.

**APPROVED AS TO FORM:**

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

**COUNTY OF COLLIN, TEXAS**

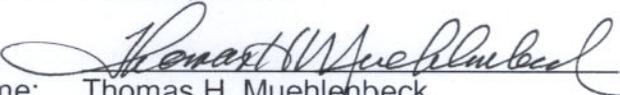
By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_

Executed on this \_\_\_\_\_ date of \_\_\_\_\_, 2009, by the County of Collin, pursuant to Commissioners' Court Order No. \_\_\_\_\_

**ATTEST:**

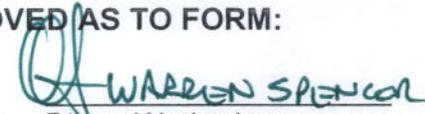
By: \_\_\_\_\_  
Name: Diane Zucco  
Title: City Secretary  
Date: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

By:   
Name: Thomas H. Muehlenbeck  
Title: City Manager  
Date: 7/29/09

Executed on behalf of the City of Plano pursuant to City Council Resolution No. 2009-7-7(R)

**APPROVED AS TO FORM:**

*FILE* By:   
Name: Diane Wetherbee  
Title: City Attorney  
Date: 7.29.09