

06692-09

THE STATE OF TEXAS

AGREEMENTS  
INTERLOCAL/ROAD AND BRIDGE  
IMPROVEMENT PROJECTS  
ENGINEERING

COUNTY OF COLLIN

On May 13, 2002, 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 approval of an Interlocal Agreement with the City of McKinney for participation on Road and Bridge Improvement Projects.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of McKinney for participation on Road and Bridge Improvement Projects and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.

  
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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:

  
\_\_\_\_\_  
Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS







Department of Public Works

April 16, 2002

To: Judge Harris and Commissioners  
From: Jon Kleinheksel, Director of Public Works  
Re: Updated Interlocal Agreements

As you are aware, The Department of Public Works provides road maintenance assistance to cities in accordance with Commissioner's Court Policy. An Interlocal Agreement between Collin County and the participating city is required to provide this assistance.

With the exception of Josephine and Fairview, an updated agreement approved by resolution and signed by the respective city has been returned to our office. The City of Plano declined the interlocal agreement

We are requesting Commissioners Court's approval of the attached agreements. Once executed, please return a copy to us for our files and distribution to the cities.

If you have further questions or concerns, please feel free to contact me and I will respond accordingly.

jk:sn

INTERLOCAL#02/A:COURT LTR. 2002

**INTERLOCAL COOPERATION AGREEMENT**

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the County, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the County and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas, a political subdivision of the State of Texas, and City of McKinney, political subdivision of the State of Texas which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to-wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO.  
97-576-08-25.

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement,

IV.

This Agreement shall be effective from and after the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivisions who are parties hereto and shall remain in effect for an initial term of one (1) year, but shall automatically renew for successive one year terms unless terminated by a party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

IV Cont.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a nonappropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such nonappropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

Date: 5-15-2002

COLLIN COUNTY, TEXAS

By: Ron Harris

Title: Ron Harris, County Judge

City of McKinney, TX

(Political Subdivision)

Date: 4-2-02

By: Lawrence W. Stiner

Title: City Manager



Department of Public Works

January 8, 2002

City of McKinney  
Lawrence Robinson  
City Manager  
P.O. Box 517  
McKinney, Tx 75069

Re: Interlocal Agreement

Dear Mr. Robinson:

Enclosed is an Interlocal Cooperation Agreement which will allow Collin County to continue participating in road and bridge maintenance/improvement projects within the corporate limits of McKinney. The county may assist with general maintenance activities such as the grading, rocking and oiling of roads. Major improvements such as the construction or reconstruction of roads will only be considered if the road is on the Collin County Thoroughfare Plan. A copy of our County Road Policy is attached for your review.

This Interlocal Cooperation Agreement replaces any existing agreements. This agreement was initially renewed on a annual basis, however the new agreement will automatically renew for successive one year terms unless terminated by a party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

*Please present this agreement to your City Council for approval and forward one signed original to my office along with a copy of your city's resolution or copy of Minutes from Court showing approval of Interlocal by March 1, 2002.*

Upon receipt, I will submit it to Commissioners' Court for their approval and signature. A copy of the signed agreement will be returned to you for your records.

Please feel free to contact me if you have any questions.

Sincerely,



Jon Kleinheksel  
Director of Public Works  
Collin County

attachments