

THE STATE OF TEXAS

BUDGET AMENDMENT FY2002-101
AGREEMENTS
INTERLOCAL AGREEMENT
INTERSECTION - FRANKFORD ROAD
AT HILLCREST ROAD
ENGINEERING

COUNTY OF COLLIN

On September 9, 2002, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

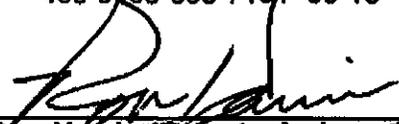
Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

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 between Collin County and the City of Dallas for Engineering Services for Construction of the Intersection of Frankford Road at Hillcrest Road (1999 Bond Project #99-13) and budget adjustment of \$260,000 for same.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Interlocal agreement between Collin County and the City of Dallas for Engineering Services for Construction of the Intersection of Frankford Road at Hillcrest Road (1999 Bond Project #99-13) and a budget adjustment of \$260,000 for same, further authorizing the County Judge to execute the Agreement. Same is hereby approved as per the attached documentation.

From: Other Services/Charges / Road Construction 405-9005-603-7101 99-10 \$260,000
To: Other Services/Charges / Road Construction 405-9005-603-7101 99-13 \$260,000



Ron Harris, County Judge



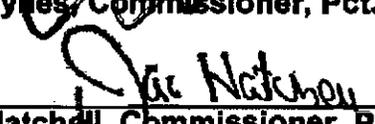
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3

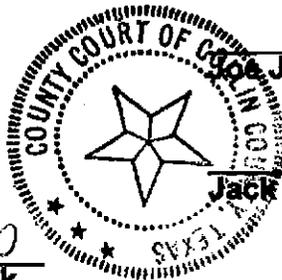


Jack Hatchell, Commissioner, Pct. 4

ATTEST:



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



COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM
ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

This space for Court Clerk

RECEIVED
COMMISSIONER'S COURT

AGENDA NUMBER:
REGULAR

INSTRUCTIONS ON THE REVERSE

CONSENT PM 3:53

REQUESTING DEPARTMENT

Date: 08/29/02 Court Date: 09/09/02 Phone/Ext: 3728 Department: Engineering Department

Description of Agenda Item:

Request for Approval of Interlocal Agreement Between Collin County and the City of Dallas for Engineering Services for Construction of the Intersection of Frankford Road @ Hillcrest Road - 1999 Bond Project #99-13

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: YES / NO

Amount Budgeted: \$520,000

Account Number: 405-9005-603.71-01 (#99-13) 260,000
405-9005-603.71-01 (#99-10) 260,000

DEPARTMENT HEAD SIGNATURE: Ruben E. Delgado

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 1) enter into an Interlocal Agreement with the City of Dallas for engineering services for Construction of the Intersection of Frankford Road @ Hillcrest Road (1999 Bond Project #99-13) 2) authorize the reallocation of bond funds from Frankford Road from Coit Road to Waterview Pkwy (1999 Bond Project #99-10) and 3) authorize County Judge to execute agreement.

PURCHASING AGENT SIGNATURE: Franklin D. Gharbo

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)
	<u>405-9005-603-7101 99-13 & 99-10</u>

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 _____	_____
\$ <u>260,000</u>	F. <u>Unimtd Rd/00-01 City Road Const.</u>	<u>405-9005-603-7101 99-10</u>
\$ <u>260,000</u>	To <u>✓ ✓ ✓ ✓ ✓ ✓ ✓</u>	<u>405-9005-603-7101 99-13</u>
\$ _____	To _____	_____

Remarks:

COUNTY AUDITOR SIGNATURE: [Signature]

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET ADJ: FROM: 405-9005-603-7101 PROJ. 99-10
TO: 405-9005-603-7101 PROJ. 99-13
\$260,000

BUDGET OFFICER SIGNATURE: [Signature]

RECEIVED
COUNTY AUDITOR'S OFFICE
8/30/02 11:03:17

[Handwritten mark]



Engineering Department

To: Commissioners Court **Date:** 8/23/02
From: Ruben Delgado, Director of Engineering *RD by g*
Re: Interlocal Agreement (ILA) approval: City of Dallas and Collin County
Allocation of Funds to Hillcrest Road - 1999 Bond Projects

Based on the attached Interlocal Agreement (ILA), the City of Dallas requests Commissioners Court consider approval of the reallocation of bond funds from Frankford Road from Coit Road to Waterview Parkway (Project #99-10) to Project #99-13 (Intersection of Frankford Road @ Hillcrest Road). The 1999 bond program allocated \$1,381,000 to Frankford Road from Coit Road to Waterview Parkway, and \$260,000 to intersection improvements at Frankford Road and Hillcrest Road – see attached location map.

The City of Dallas' considers intersection improvements at Frankford Road @ Hillcrest Road to be a high priority. The city does not have funds to fully construct the proposed intersection improvements. The City of Dallas feels that the reallocation of funds from Frankford Road to Hillcrest Road would expedite construction. We feel this is a reasonable request. The city will initiate engineering when the Interlocal Agreement is fully executed.

The City of Dallas only requests county bonds funds from county bond projects within the City of Dallas. No additional funds from other projects are requested. Matching funds for the full implementation of Collin County bond projects within the City of Dallas are contingent on a future city bond program.

We recommend Commissioners Court favorably consider approval of the attached ILA and authorize county Judge Ron Harris to execute the ILA.

xc: Rodney Rhoades

MD/TRINITYMILLSILACOURTAGENDA#99-13

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF DALLAS FOR
ENGINEERING SERVICES, RIGHT-OF-WAY ACQUISITION
AND CONSTRUCTION OF THE INTERSECTION
OF FRANKFORD ROAD AT HILLCREST ROAD
1999 BOND PROJECT #99-13**

WHEREAS, the County of Collin, Texas ("County") and the City of Dallas, Texas ("City") desire to enter into an agreement concerning engineering services, right-of-way acquisition, and construction of improvements to the Intersection of Frankford Road at Hillcrest Road (the "Project") in Dallas and Collin County, Texas; and,

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791 as amended) 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, City and County have determined that the improvements may be most economically implemented by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, this Agreement is made and entered into by County and City as follows:

WITNESSETH:

ARTICLE I.

The City shall contract with an engineering firm to provide engineering services for the improvements to the intersection of Frankford Road at Hillcrest Road, hereinafter called "Project". The Project shall consist of paving, drainage and other related improvements to expand the existing intersection of Frankford Road at Hillcrest Road to accommodate dual left turn lanes northbound and southbound and a southbound right turn lane (optional). City shall provide County with a copy of the executed engineering services agreement for the Project. The engineering services of the Project shall include, but not be limited to, surveying for engineering and right-of-way, traffic control plan, temporary and permanent traffic signals, preliminary horizontal and vertical alignment, utility coordination, drainage and final engineering and estimates.

ARTICLE II.

City shall acquire the required right-of-way for construction of the Project. The right-of-way acquisition for Project shall include, but not be limited to, parcel descriptions and maps, appraisals, monumenting parcels, title and recording fees, and legal expenses.

ARTICLE III.

City shall bid and award a contract to construct the improvements and administer the construction contract for the Project. In all such activities, City shall comply with all applicable state statutory requirements, including but not limited to competitive bidding laws. The construction of the Project shall include, but is not limited to, pay items and unit costs, materials testing, and inspection.

ARTICLE IV.

County agrees to reprogram funds from Collin County 1999 Bond Project #99-10 (Frankford Road from Coit Road to Waterview Parkway) and fund 100% of the cost of engineering services, right-of-way acquisition and construction services for the project to be performed by City pursuant to Articles I, II and III. The estimate of the total cost for the entire Project is \$520,000. City and County originally agreed that the sharing of total costs for the Project shall be equal (50% - 50%). County acknowledges that City currently has no funds available for the Project. City intends to obtain funds for its 50% share through a future City of Dallas Capital Improvement Bond Program, subject to the approval of a majority of City voters in an election for the purpose, issuance and sale of the bonds, and appropriation and encumbrance of that portion of the proceeds thereof for the Project and credit it to Collin County toward Collin County 1999 Bond Project #99-10 (Frankford Road - from Coit Road to Waterview Parkway).

In order to proceed in a timely manner on the Project, County agrees to make available 100% of the cost of engineering services, right-of-way acquisition and construction services for the Project as, upon execution of this Agreement, described above. Notwithstanding any other provision of this Agreement, City reserves the absolute right to terminate this Agreement for non-appropriation of funding, upon thirty (30 days) advance written notice to the other party, if a majority of City voters do not approve bonds for construction of the Project or if the bonds are not issued, in the sole discretion of the Dallas City Council.

Nothing in this Agreement shall be construed to require City to perform or otherwise abrogate or waive the necessary performance of, any discretionary, governmental or legislative power or function.

Following completion of the Project, City shall provide to County a final accounting of expenditures for Project. If funding provided by County to City remains unspent after completion of the Project, City shall return the unspent funding to County within thirty (30) days after final completion and acceptance of the Project.

City and County may also agree to revise cost sharing obligations upon mutual written consent of both parties, subject to availability and appropriation of funding.

ARTICLE V.

If the total cost to construct the Project exceeds \$520,000, County shall pay the excess costs or work with City to reduce the scope of the Project (based upon mutual agreement with County as to scope of reduction). Subject to availability and appropriation of funding, if additional funding (based upon County's 50% share) is required from County to complete the Project, County agrees to provide the additional funding from County Bond Project #99-10. If additional funding is not provided as required in this Article, City reserves the right to terminate this Agreement upon thirty (30) days advance written notice to County. If additional funding is required, City's 50% share will be credited to Collin County Project #99-10.

ARTICLE VI.

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

ARTICLE VII.

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 VIII.

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 IX.

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 X.

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 XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties superseding any oral or written agreement prior to contemporaneous agreements or understandings, and may only be modified in writing by a supplemental agreement executed by both parties.

ARTICLE XII.

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 XIII.

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 any persons or entities who are not parties to this Agreement.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project, and completion of the final Project accounting as required above.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: 
Name: Ron Harris
Title: County Judge
Date: 9-11-2007

Executed on this 9th day of Sept, 2002,
by the County of Collin, pursuant to
Commissioners' Court Order
No. 2002-120-09-09.

ATTEST:

By: _____
Name: _____
Title: City Secretary
Date: _____

CITY OF DALLAS, TEXAS

By: _____
Name: Jill Green
Title: City Manager
Date: 3/4/03
Executed on behalf of the City of
Dallas pursuant to City Council
Resolution No. _____

APPROVED AS TO FORM:

By: Lawrence G. Leaf
Name: _____
Title: Assistant City Attorney
Date: 3/5/03

Submitted to City Attorney
LL