INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF FRISCO

WHEREAS, the County of Collin, Texas ("County") and the City of Frisco ("City") desire to enter into an Agreement concerning the development of Cottonwood Creek Trail in the City of Frisco, Collin County, Texas (the "Agreement"); 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 trail may be developed most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan and the Comprehensive Plan of the City;

NOW, THEREFORE, this 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 shall arrange for the development of Cottonwood Creek Trail Extension, hereinafter called the "Project". The Project shall consist of the items described in Exhibit "A".

ARTICLE II.

The City shall prepare plans and specifications for the Project in accordance with all state statutory requirements. The City shall provide the County with a copy of any executed contract(s) for the Project. Changes to the Project which alter the initial funding request referenced in Exhibit "A" must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

Notwithstanding any other provision of this Agreement, the City, at its sole discretion, may (1) hire contractors to complete the project; and/or (2) require a developer(s) to complete portions, if not all, of the Project with the understanding that the developer(s) will be reimbursed for such work. The elected method(s) for completing the Project shall be in compliance with all State statutory requirements.

ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be $526,022.00. The County agrees to fund a portion of the total cost for items described in Exhibit "A" in an amount not to exceed **$82,000.00**. The County shall reimburse the City for invoices paid by the City for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's participation in this project shall not exceed $82,000.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the City 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 2007 Parks and Open Space Bond Program shall remain open and accessible to all County residents.

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, judgements 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 and may only be modified in writing 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 that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

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.

ARTICLE XV.

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.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By:_____
Name: Keith Self
Title: County Judge
Date: 7/26/10
Executed on this 26th day of July, 2010, by the County of Collin, pursuant to Commissioners' Court Order No. 2010-495-07-26.

ATTEST:

By:_____
Name: Jenny Page
Title: City Secretary
Date: 6-24-10

CITY OF FRISCO

By:_____
Name: George Purefoy
Title: City Manager
Date: 06/23/2010
Executed on behalf of the City of Frisco pursuant to City Council Resolution No. 1006-94R

APPROVED AS TO FORM:

By:_____
Name: CLAIRE E. SWANN - Abernathy, Roeder, Boyd & Joplin P.C.
Title: CITY ATTORNEYS
Date: May 27, 2010

EXHIBIT "A"

The County will provide funding assistance for the following:

- Concrete Trail Construction – 6ft wide (Frisco Street, north)

Total funding **$82,000.00**

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

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

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____