

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
ARTS OF COLLIN COUNTY COMMISSION, INC.**

WHEREAS, the County of Collin, Texas (“County”) and the Arts of Collin County Commission, Inc. (“The Arts”) desire to enter into an Agreement concerning open space enhancements at the Arts of Collin County site in Allen, Texas; 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 Arts and County have determined that the open space enhancements may be accomplished most economically by implementing this Agreement; and

WHEREAS, The Arts and the County find that this Agreement will benefit the residents of the County by providing additional park, open space and recreational facilities for County residents; and

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

NOW, THEREFORE, this Agreement is made and entered into by the County and The Arts upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The Arts shall arrange for improvements to enhance open spaces at the Arts of Collin County site in Allen, Texas, hereinafter called the “Project”. The Project shall consist of the improvements or construction of items described in Exhibit “A”.

ARTICLE II.

The Arts shall prepare plans and specifications for improvements, accept bids, award a construction contract and administer the construction contract in accordance with all state statutory requirements. The Arts shall provide the County with a copy of executed contracts for the Project. All improvements shall be in accordance with the plans and specifications approved by The Arts. 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.

ARTICLE III.

The Arts will not expend assistance funds to acquire easements or real property for use as right-of-way. Collin County will not provide reimbursement for any project expenditures described in Exhibit "A" until the Arts land match has been provided by way of parkland dedication to the City of Allen as evidenced by plat filed for public record in the Collin County Clerk's Office.

ARTICLE IV.

The Arts estimates the total actual cost of the project to be \$3,000,000.00. The County agrees to fund this portion of the Project in an amount not to exceed **\$500,000.00**. The County shall reimburse The Arts for invoices paid by The Arts for expenditures related to the Project described in Exhibit "A". Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's participation for this portion of the Project shall not exceed \$500,000 as indicated in Article IV above. The Arts shall be responsible for any costs, which exceed this amount.

ARTICLE VI.

The Arts shall install a **project** sign identifying the Project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The Arts 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 Arts 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 must remain open and accessible to all County residents.

ARTICLE VII.

The Arts 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 than 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: Keith Self
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. 2010-496-07-26.

ATTEST:

By: Mary Vail Grubbe
Name: Mary Vail Grubbe
Title: Admin Director
Date: 6-18-10

ARTS OF COLLIN COUNTY COMMISSION, INC.

By: Michael Simpson
Name: E. Michael Simpson
Title: Executive Director
Date: 6-18-10

Executed on behalf of the Arts of Collin County Commission, Inc. pursuant to Resolution No. _____

APPROVED AS TO FORM:

By: Tom Brandt
Name: THOMAS P. BRANDT
Title: GENERAL COUNSEL ACC
Date: 6/22/10

EXHIBIT "A"

The County will provide funding assistance for the following:

- Construction of Six Cities Trail along Rowlett Creek including grading and excavation
- Construction of pedestrian bridge on Six Cities Trail across "No Name Creek"
- Construction of permanent concrete parking lot for trail access
- Construction/installation of electrical wiring-lighting along Six Cities Trail
- Construction of Ridgeview Drive Trail including ADA ramps, grading and excavation
- Dirt fill as required for Six Cities Trail, Ridgeview Drive Trail and parking lot construction

Total funding

\$500,000.00

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 quarterly reports:

Teresa Nelson
tnelson@collincountytexas.gov

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

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____