

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF MCKINNEY, TEXAS  
CONCERNING THE OWNERSHIP AND MAINTENANCE OF  
FM 543 FROM US 75 TO CR 206**

**WHEREAS,** the Texas Department of Transportation ("State") will reconstruct the intersection of US 75 at FM 543 as part of the US 75 from Bloomdale Road to Telephone Road reconstruction project; and

**WHEREAS,** the City of McKinney, Texas ("City") desires to realign the intersection of FM 543 at US 75, as provided in the City's Master Thoroughfare Plan; and

**WHEREAS,** FM 543 is classified as an on-system roadway, hence the State owns the roadway right-of-way; and

**WHEREAS,** the County of Collin, Texas ("County") and the City desire that that portion of FM 543 between US 75 and CR 206 (approximately 8,000 linear feet) ("Realigned Road") be acquired from the State and maintained by the City; and

**WHEREAS,** the City will request a release of the Realigned Road from the state system, and a transfer of ownership of the Realigned Road to the City, in accordance with the State's ROW procurement process; 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.

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

**ARTICLE I.**

The City shall submit a request to the State to release the Realigned Road to the City in accordance with the State's adopted ROW procurement process. The City shall coordinate with the State the release of the Realigned Road and right-of-way conveyance to the City, including providing the State with all documentation required by the State for the City to obtain title acceptable to the City to the Realigned Road.

ARTICLE II.

The City and County agree that the City will only be responsible for the maintenance of the Realigned Road upon the State's conveyance of the Realigned Road to the City in a form acceptable to the City.

ARTICLE III.

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 IV.

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 V.

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 VI.

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

ARTICLE VII.

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 VIII.

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 VIII.

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.

**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed on this 24th day of October, 2011.

**CITY OF MCKINNEY, TEXAS**

**COUNTY OF COLLIN, TEXAS**

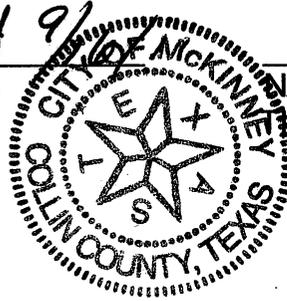
By: [Signature]  
JASON GRAY  
CITY MANAGER

By: [Signature]  
KEITH SELF  
COUNTY JUDGE

By Rick Chaffin, Deputy City Manager  
and authorized signatory

**ATTEST:**

[Signature]  
SANDY HART, TRMC, MMC  
CITY SECRETARY



[Signature] 10/25/11  
NAME: Rhonda Kisting  
TITLE: Admin Assist

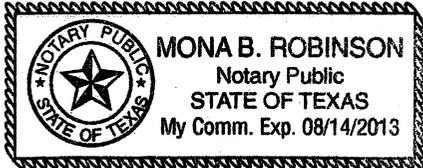
APPROVED AS TO FORM:  
[Signature]

MARK HOUSER  
CITY ATTORNEY

STATE OF TEXAS §  
COUNTY OF COLLIN §

*Rick Chaffin, Deputy*

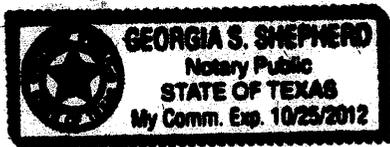
This instrument was acknowledged before me on the 14th day of September 2011, by ~~JASON GRAY~~, City Manager of the CITY OF MCKINNEY, a Texas municipal corporation, on behalf of said corporation.



*Mona B. Robinson*  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 25th day of October, 2011, by KEITH SELF, County Judge of COLLIN COUNTY, a Texas municipal corporation, on behalf of said corporation.



*Georgia S. Shepherd*  
Notary Public, State of Texas