

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Cooperation Agreement, Road Improvements, City of Melissa – Public Works

On December 6, 2010, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward Not Present

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Cooperation Agreement with the City of Melissa.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Cooperation Agreement with the City of Melissa for Road Improvements and further authorize the County Judge to finalize and execute the agreement, which will supersede the agreement previously approved by Court Order No. 2002-354-05-13. Same is hereby approved as per the attached documentation.



ATTEST:

Stacey Kemp
Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

Keith Self
Keith Self, County Judge

Matt Shaheen
Matt Shaheen, Commissioner, Pct. 1

Jerry Hoagland
Jerry Hoagland, Commissioner, Pct. 2

Joe Jaynes
Joe Jaynes, Commissioner, Pct. 3

Not Present
Kathy Ward, Commissioner, Pct. 4

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 the City of Melissa, 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 (COPY ATTACHED).

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.

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, to the extent allowable by law.

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 subdivision who are parties hereto and shall remain in effect for a period of four (4) years unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

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 non-appropriation 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 non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Date: 12/6/10

COLLIN COUNTY, TEXAS

By: [Signature]

Title: County Judge

CITY OF MELISSA

Date: 11-9-2010

By: [Signature]

Title: Mayor

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, HEREBY AUTHORIZING THE MAYOR OF THE CITY OF MELISSA, TEXAS, OR HIS DESIGNEE TO EXECUTE THE COLLIN COUNTY INTERLOCAL AGREEMENT CONCERNING ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO. 97-576-08-25.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS:

SECTION 1: the Mayor of the City of Melissa, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Melissa, Texas, the Interlocal Agreement between the City of Melissa and Collin County for road Improvements in accordance with Court Order No. 97-576-08-25.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS THE 9 day of November, 2010.



A handwritten signature in black ink, appearing to read "Reed Greer", is written over a horizontal line.

REED GREER, Mayor

ATTEST TO:

A handwritten signature in black ink, appearing to read "Linda Bannister", is written over a horizontal line.

LINDA BANNISTER
City Secretary