

RESOLUTION NO. 2014-10-2(R)

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and County of Collin, Texas for improvements along Dallas Parkway and Dallas North Tollway between President George Bush Turnpike (SH 190) and Headquarters Drive; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement for improvements along Dallas Parkway and Dallas North Tollway between President George Bush Turnpike (SH 190) and Headquarters Drive by and between County of Collin, Texas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

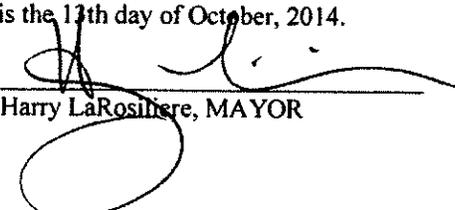
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

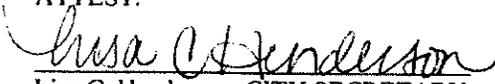
Section II. The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

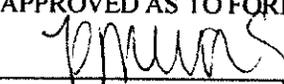
DULY PASSED AND APPROVED this the 13th day of October, 2014.


Harry LaRosiere, MAYOR

ATTEST:


Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING IMPROVEMENTS ALONG
DALLAS PARKWAY AND DALLAS NORTH TOLLWAY
BETWEEN PGBT (SH 190) AND HEADQUARTERS DRIVE
COUNTY BOND PROJECT 07-059
CITY CIP PROJECT 37835**

WHEREAS, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning improvements along Dallas Parkway and Dallas North Tollway between PGBT (SH 190) and Headquarters Drive (the "Project") in Plano, Collin County, Texas; and

WHEREAS, the 2007 Bond Program includes \$5,000,000 for the local share of improvements along the Dallas North Tollway, of which \$2,000,000 is available in current funds for this agreement, leaving an unallocated balance of \$3,000,000 in the Dallas North Tollway Project, to be reallocated to another mutually acceptable project; and

WHEREAS, the US 75 Ramp Improvements Project (03-045) is complete and has \$1,039,146 of funding remaining, which the City proposes to reallocate to the Dallas North Tollway Project; and

WHEREAS, the Parker Road/US 75 Interchange Project (03-046) is complete and has \$2,478,192 of funding remaining, of which the City proposes to reallocate \$1,960,854 to the Dallas North Tollway Project; and

WHEREAS, the County is in agreement to reallocate \$1,039,146 from the US 75 Ramp Improvements Project to the Dallas North Tollway Project and is in agreement to reallocate \$1,960,854 from the Parker Road/US 75 Interchange Project to the Dallas North Tollway Project, leaving an unallocated balance of \$517,338 in the Parker Road/US 75 Interchange Project, to be reallocated to another mutually acceptable project; 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 improvements may be constructed most economically by implementing this agreement.

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.

At the request of the City of Plano, the design of the improvements being prepared by the North Texas Tollway Authority ("NTTA") for the Dallas North Tollway have been configured to reduce the congestion along Dallas Parkway. The changes include braided ramps that allow improved access to the frontage road, thereby reducing congestion associated with circuitous routes. The NTTA has requested local participation to cover the increased expense to construct the modified design. The NTTA will design all improvements to meet or exceed the current Collin County design standards and shall construct the improvements in accordance with the approved plans and specifications.

ARTICLE II.

The NTTA will prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the NTTA will comply with all state statutory requirements. The City shall provide the County with a copy of the executed agreement between the City and the NTTA related to this Project.

ARTICLE III.

The City will acquire no real property for use as right-of-way.

ARTICLE IV.

The NTTA and City have agreed the local share for the increase in cost for the additional work will be in the amount of \$5,000,000. The County shall remit this amount, \$5,000,000, to the City within thirty (30) days after the NTTA issues a Notice to Proceed to the lowest responsible bidder and the City requests payment.

ARTICLE V.

The County's participation in the Project shall not exceed \$5,000,000. The County funding includes \$2,000,000 from 07-059, \$1,039,146 from 03-045 and \$1,960,854 from 03-046. The City and County agree that any remaining funds allocated to the Project will be reallocated to a mutually agreed upon project.

ARTICLE VI.

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 VII.

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 VIII.

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 IX.

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

ARTICLE X.

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 XI.

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 XII.

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.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: Keith Self
Name: Keith Self
Title: County Judge
Date: 11/4/14

Executed on this 3rd day of November 2014, by the County of Collin, pursuant to Commissioners' Court Order No. 2014-843-11-03.

ATTEST:

By: Lisa C. Henderson
Name: Lisa C. Henderson
Title: City Secretary
Date: 10-22-14

CITY OF PLANO, TEXAS

By: Bruce D. Glasscock
Name: Bruce D. Glasscock
Title: City Manager
Date: 10-22-14

Executed on behalf of the City of Plano, Texas pursuant to City Council Resolution No. 2014-10-2(R)

APPROVED AS TO FORM:

By: Paige Mims
Name: Paige Mims
Title: City Attorney
Date: 10-22-14