

RESOLUTION NO. 2014-10-3(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 the construction of Mapleshade Lane from Silverglen Drive to President George Bush Turnpike (SH 190); 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 the construction of Mapleshade Lane from Silverglen Drive to President George Bush Turnpike (SH 190) 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.

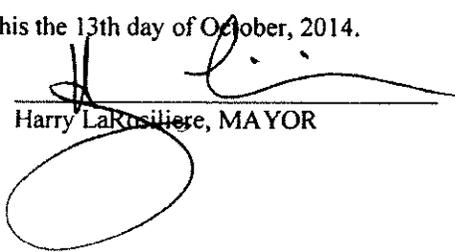
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**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.

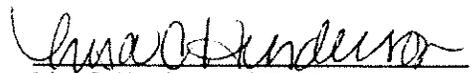
**Section II.** The City Manager or his designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

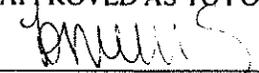
**DULY PASSED AND APPROVED** this the 13th day of October, 2014.

  
\_\_\_\_\_  
Harry LaRusiliere, 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 THE  
MAPLESHADE: SILVERGLEN TO SH 190 PROJECT**

**COUNTY BOND PROJECT # 07-069  
CITY CIP PROJECT 31161**

**WHEREAS**, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), desire to enter into an agreement concerning the construction of Mapleshade from Silverglen to SH 190 (the "Project"), in Plano, Collin County, Texas; and

**WHEREAS**, the project is complete, and the actual cost of the roadway project is \$1,137,232, with the County share in the amount of \$568,616; and

**WHEREAS**, the original allocation for this project was in the amount of \$375,000; and

**WHEREAS**, the Parker Road/US 75 Interchange Project (03-046) is complete and has \$517,338 of funding remaining, of which the City proposes to reallocate \$193,616 to Mapleshade Project; and

**WHEREAS**, the County is in agreement to reallocate \$193,616 from the US 75 Ramp Improvements Project to the Mapleshade Project, leaving an unallocated balance of \$323,722 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.**

The City has arranged to construct Mapleshade from Silverglen to SH 190, hereinafter called the "Project". The Project constructed Mapleshade to a four-lane divided thoroughfare from Silverglen to SH 190 Road, a distance of approximately 1700

Exhibit "A" to Resolution No. 2014-10-3(R)

feet. All improvements have been designed to meet or exceed the current Collin County design standards and have been constructed in accordance with the plans and specifications approved by the City.

**ARTICLE II.**

The City prepared plans and specifications for the improvements, accepted bids and awarded a contract to construct the improvements and administered the construction contract. In all such activities, the City has complied with all state statutory requirements. The City has provided the County with a copy of the executed construction contract(s) for the Project.

**ARTICLE III.**

The City acquired real property for use as right-of-way.

**ARTICLE IV.**

The actual cost of the roadway project totaled \$1,137,232. The County hereby agrees to fund half of the project cost in an amount not to exceed \$568,616. The County will remit this amount within thirty (30) days after receipt of notice from the City. The City shall provide a final accounting of expenditures for the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

**ARTICLE V.**

The County's participation in the Project shall not exceed \$568,616. The County funding includes \$375,000 from 07-069 and \$193,616 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.**

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

**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, 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 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 a 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. This agreement shall automatically renew annually during this period.

**APPROVED AS TO FORM:**

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Executed on this 11th date of November, 2014, by the County of Collin, pursuant to Commissioners' Court Order No. 2014-803-11-10

**ATTEST:**

**CITY OF PLANO, TEXAS**

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

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

Executed on behalf of the City of Plano pursuant to City Council Resolution No. 2014-10-3(R)

**APPROVED AS TO FORM:**

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