

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, City of Anna, Acquisition of Land – Special Projects

On **January 23, 2012**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self  
Matt Shaheen  
Cheryl Williams  
Joe Jaynes  
Duncan Webb

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 Agreement with the City of Anna for funding through the 2<sup>nd</sup> Series – 2007 Parks/Open Space Project Funding Assistance Program.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the City of Anna for funding through the 2<sup>nd</sup> Series – 2007 Parks/Open Space Project Funding Assistance Program (Bond Project No. 07PG25) for the acquisition of land to provide additional park and recreational facilities and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.

Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Joe Jaynes, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4



ATTEST:

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

**INTERLOCAL AGREEMENT  
BETWEEN  
COLLIN COUNTY  
AND THE  
CITY OF ANNA**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Anna (“City”) desire to enter into an Agreement concerning the acquisition of land in the City of Anna, Collin County, 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 City and County have determined that the land acquisition may be performed most economically by implementing this Agreement; and

**WHEREAS**, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all 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 City upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

The City shall arrange to purchase land along Slayter Creek from F.M. Highway No. 455 northerly to Hackberry Lane, hereinafter called the “Project”. The Project shall consist of the acquisition of properties identified in Exhibit “A”.

ARTICLE II.

The City shall prepare and execute all documents necessary to purchase land and in such activities, shall comply with all state statutory requirements. The City shall supply the County with a copy of the executed documents. 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 City will not expend funds to acquire easements or real property for use as right-of-way.

### ARTICLE IV.

The City estimates the total actual cost of land identified for purchase to be \$110,600.00. The City's match for this project, consisting of donated property is \$518,952. The County agrees to fund the purchase price in an amount not to exceed **\$110,600.00** as shown on Exhibit "A". The County shall remit payment to the City for land purchases after closing. The City shall provide the County a copy of closing documents indicating the final purchase price and a copy of the deed(s) showing the City received ownership of such land.

### ARTICLE V.

Collin County's participation in this project shall not exceed \$110,600.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

### ARTICLE VI.

Upon development of the property, the City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including the City's match, 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 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.

The City acknowledges that the County's source of funding for the property acquisition is 2007 Parks and Open Space Bonds. The City further acknowledges that property acquired with these funds must be utilized for Parks and Open Space purposes and be available for use by all county citizens.

#### 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 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: 1/25/12

Executed on this 23rd day of January, 2012, by the County of Collin, pursuant to Commissioners' Court Order No. 2012-065-01-23.

ATTEST:

By: Nathan Wilkison  
Name: Nathan Wilkison  
Title: City Secretary  
Date: 11/1/11

CITY OF ANNA

By: Philip Sanders  
Name: Philip Sanders  
Title: City Manager  
Date: 10/31/2011

Executed on behalf of the City of Anna pursuant to City Council Resolution No. 2011-10-05

APPROVED AS TO FORM:

By: Clark McCoy  
Name: Clark McCoy  
Title: City Attorney  
Date: 11/1/2011

**EXHIBIT "A"**

The County will provide funding assistance for the following:

- All or parts of approximately 7.9 acres of land identified as Tracts 4 thru 33 on Exhibit "A" (Attached)

**Total funding** **\$110,600.00**

NOV 14 11:10:02  
PURCHASING AGENT  
RECEIVED

**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 electronic photos and quarterly reports:

Teresa Nelson  
[tnelson@collincountytexas.gov](mailto:tnelson@collincountytexas.gov)

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

Name: Maurice Schwanke  
Address: P.O. Box 776  
Anna, TX 75409  
Phone: 972-924-3325  
Fax: 972-924-2620  
Email: mschwanke@annatexas.gov