

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE LEGACY TRANSPORTATION STUDY**

2007 BOND PROJECT #07-00-46

WHEREAS, the Legacy Business Area, bounded by Sam Rayburn Tollway, Preston Road and Spring Creek Parkway (the “Legacy Business Area”), is currently undergoing significant land development activities that will increase the volume of traffic on local and regional roads; and

WHEREAS, to reduce the potential for recurring congestion, the City of Plano (“Plano”) proposes a transportation study for the Legacy Business Area to develop short- and long-term mitigation strategies that will increase system capacity and reduce peak-hour traffic volume; and

WHEREAS, the transportation study will also provide recommended strategies to address issues to effectively reduce the frequency and duration of non-recurring traffic congestion; and

WHEREAS, implementing the recommendations will improve air quality, safety and mobility in the Legacy Business Area; 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 County of Collin, Texas (“County”) and Plano desire to enter into an agreement concerning the use of County funds for said transportation study; and

WHEREAS, the 2007 Bond Project #07-076, Ridgeview Drive from Coit to Independence, is complete with an available balance to be reallocated to this project.

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

WITNESSETH:

ARTICLE I.

Plano shall prepare the necessary agreement and consultant selection to complete the transportation study for the Legacy Business Area. Upon execution, Plano shall provide the County with a copy of the executed Engineering Services Agreement for the transportation study.

ARTICLE II.

Plano estimates the total actual cost of the transportation study to be \$160,000 and the County agrees to fund a portion of the total cost, in an amount not to exceed \$30,000, from the Collin County 2007 Bond Project #07-076, Ridgeview Drive from Coit to Independence.

Plano shall be responsible for any costs which exceed the total estimated cost. Payment will be made by the County to Plano within thirty (30) days after the Engineering Services Agreement for the transportation study for the Legacy Business Area has been executed and Plano submits a request for payment to the County.

ARTICLE III.

RELEASE AND HOLD HARMLESS. Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and the County, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, the County and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

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.

NOTICE. Any notice provided under this Agreement shall be delivered by certified mail return receipt requested or personal service with written acknowledgment of receipt to the parties named below:

County Representative:

Keith Self
County Judge
Collin County Commissioners Court
Collin County Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071
972-424-1460 x 4631

Plano Representative:

Bruce D. Glasscock
City Manager
City of Plano
1520 K Avenue
Plano, Texas 75074
972-941-7121

ARTICLE VI.

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 VII.

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

ARTICLE VIII.

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 IX.

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.

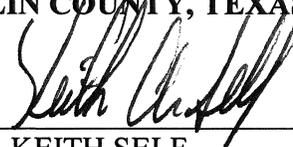
ARTICLE X.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

COLLIN COUNTY, TEXAS

Date: 12/18/15

By: 
KEITH SELF
COUNTY JUDGE

APPROVED AS TO FORM:

NAME:
TITLE:

CITY OF PLANO, TEXAS

Date: 10/29/15

By: 
BRUCE D. GLASSCOCK
CITY MANAGER

APPROVED AS TO FORM:

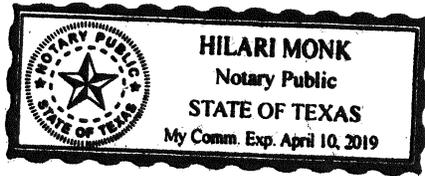
PAIGE MIMS, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF COLLIN §

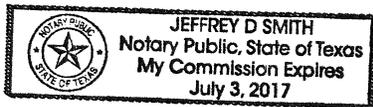
This instrument was acknowledged before me on the 18th day of December, 2015, by **KEITH SELF**, County Judge, of **COLLIN COUNTY, TEXAS**, on behalf of said County.



Hilari Monk
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF COLLIN §

This instrument was acknowledged before me on the 29th day of October, 2015, by **BRUCE D. GLASSCOCK**, City Manager, of **CITY OF PLANO, TEXAS**, on behalf of said municipal corporation.



Jeffrey D Smith
Notary Public, State of Texas