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**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF DALLAS
CONCERNING VARIOUS INTERSECTION IMPROVEMENTS
2007 DISCRETIONARY BOND PROJECT #07-00-61**

16 JUN -7 AM 10:49

WHEREAS, the County of Collin, Texas ("County") and the City of Dallas, Texas ("City") desire to enter into an agreement concerning improvements to the intersections located at: Dallas Parkway and Frankford Road; Dallas Parkway and Trinity Mills; Dallas Parkway and Haverwood Lane; Frankford Road and Preston Road; Frankford Road and Hillcrest Road; Coit Road and President George Bush Turnpike; Briargrove Lane and Dallas Parkway; Campbell Road and Frankford Road; Genstar Lane /Bentwood Trail and Preston Road; Trinity Mills Road and Voss Road/Westgrove Drive; Addison Road and Trinity Mills Road; Coit Road and McCallum Boulevard; Davenport Road and Frankford Road; Frankford Road and Osage Plaza Parkway; Frankford Road and Preston Ridge Trail; Frankford Road and Stonehollow Way; Hillcrest Road and McCallum Road; Lloyd Circle and Preston Road; Midway Road and Briargrove Lane; Coral Ridge and Frankford Road; Frankford Road and Meandering Way; Midway Road and Horizon North Parkway; Midway Road and Frankford Road; Midway Road and President George Bush Turnpike; Midway Road and Rosemeade Parkway; Midway Road and Timberglen Road; and Mapleshade Lane and Preston Road (the "Project") in the City of Dallas, 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 Collin County Commissioners Court approved the 2007 Discretionary prioritization list to include this project on October 20, 2014, Court Order #2014-810-10-20; 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 shall arrange to construct improvements to the intersections located at: Dallas Parkway and Frankford Road; Dallas Parkway and Trinity Mills; Dallas Parkway and Haverwood Lane; Frankford Road and Preston Road; Frankford Road and Hillcrest Road; Coit Road and President George Bush Turnpike; Briargrove Lane and Dallas Parkway; Campbell Road and Frankford Road; Genstar Lane /Bentwood Trail and Preston Road; Trinity Mills Road and Voss Road/Westgrove Drive; Addison Road and Trinity Mills Road; Coit Road and McCallum Boulevard; Davenport Road and Frankford Road; Frankford Road and Osage Plaza Parkway; Frankford Road and Preston Ridge Trail; Frankford Road and Stonehollow Way; Hillcrest Road and McCallum Road; Lloyd Circle and Preston Road; Midway Road and Briargrove Lane; Coral Ridge and Frankford Road; Frankford Road and Meandering Way; Midway Road and Horizon North Parkway; Midway Road and Frankford Road; Midway Road and President George Bush Turnpike; Midway Road and Rosemeade Parkway; Midway Road and Timberglen Road; and Mapleshade Lane and Preston Road, hereinafter called the "Project". The Project shall consist of the procurement and installation of radar vehicle detection equipment at 27 intersections in Collin County.

All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City. The radar vehicle detection equipment meets current City of Dallas traffic signal standards.

ARTICLE II.

The City shall 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 City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

There is no real property acquisition required for this project.

ARTICLE IV.

The City estimates the total cost of the project to be \$769,500.00. The County agrees to fund 50% of this amount or \$384,750.00. The County shall remit 50 percent of this amount or \$192,375.00 to the City within thirty (30) days after the City issues a Notice to proceed to the lowest responsible bidder and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. The County will remit the remaining 50%, or \$192,375 within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include, engineering, construction, inspection, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$384,750.00.

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:

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

COUNTY OF COLLIN, TEXAS

By: Keith Self
Name: Keith Self
Title: County Judge
Date: 6/24/16

Executed on this 21st day of June

2016, by the County of Collin,

pursuant to Commissioners' Court
Order No. 2016-414-00-20.

APPROVED AS TO FORM:

By: Warren E.M. Ernst
Name: Warren E.M. Ernst
Title: City Attorney
Date: May 20, 2016

interim

Christopher D. Bowers

CITY OF DALLAS, TEXAS

By: A.C. Gonzalez
Name: A.C. Gonzalez
Title: City Manager
Date: 5/25/16

Executed on behalf of the City of
Dallas pursuant to City Council
Resolution No. _____

WHEREAS, the County of Collin, Texas (County) and the City of Dallas, Texas (City) desire to enter into an Interlocal Agreement to undertake a project to install vehicle radar detection at the following signalized intersections: Dallas Parkway and Frankford Road, Dallas Parkway and Trinity Mills Road, Dallas Parkway and Haverwood Lane, Frankford Road and Preston Road, Frankford Road and Hillcrest Road, Coit Road and President George Bush Turnpike, Briargrove Lane and Dallas Parkway, Campbell Road and Frankford Road, Genstar Lane /Bentwood Trail and Preston Road, Trinity Mills Road and Voss Road/Westgrove Drive, Addison Road and Trinity Mills Road, Coit Road and McCallum Boulevard, Davenport Road and Frankford Road, Frankford Road and Osage Plaza Parkway, Frankford Road and Preston Ridge Trail, Frankford Road and Stonehollow Way, Hillcrest Road and McCallum Boulevard, Lloyd Circle and Preston Road, Briargrove Lane and Midway Road, Coral Ridge Drive and Frankford Road, Frankford Road and Meandering Way, Horizon North Parkway and Midway Road, Midway Road and Frankford Road, Midway Road and President George Bush Turnpike, Midway Road and Rosemeade Parkway, Midway Road and Timberglen Road, and Mapleshade Lane and Preston Road; 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 Collin County Commissioners Court approved the 2007 Discretionary prioritization list to include this project on October 20, 2014, Court Order #2014-810-10-20; and

WHEREAS, this Interlocal Agreement with Collin County is a based on a 50/50 participation; and

WHEREAS, the City of Dallas desires to enter into an Interlocal Agreement with the County of Collin, Texas (#07-00-61), to receive cost reimbursement for the design and construction traffic signals.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to execute an Interlocal Agreement with Collin County, Texas, to install vehicle radar detection at 27 City of Dallas signalized intersections, after it has been approved as to form by the City Attorney. This agreement shall automatically terminate upon the completion of this project, or may be modified in writing executed by both parties.

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May 11, 2016

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from Collin County pertaining to this project in an amount not to exceed \$384,750.00 in Fund 0556, Dept. STS, Unit W081, Revenue Source 6523.

Section 3. That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund 0556, Dept. STS, Unit W081, Obj. 4820, Act. INGV, TPW08116 in an amount not to exceed \$384,750.00.

Section 4. That the Chief Financial Officer is hereby authorized to reclassify the disbursement to a Prepaid Expense, BSA 032B, if required by general accepted accounting principles.

Section 5. That the Chief Financial Officer is hereby authorized to deposit any unused Current Funds pertaining to this project into Fund 0556, Department STS, BSA 032B.

Section 6. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

Section 7. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

Section 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

MAY 11 2016

Lucas A. Pineda
City Secretary