

**RESOLUTION NO. 2016-513**

*(ILA with Collin County regarding funding of Relocation of Water Utilities along 2514)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, PROVIDING FOR THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY FOR FUNDING OF RELOCATION OF WATER UTILITIES ALONG FM 2514 (PARKER ROAD) FROM FM 2551 TO FM 1378.**

**WHEREAS**, the City of Parker is authorized by state law to execute an interlocal agreement with Collin County for funding of relocation of water utilities along FM 2514 (Parker Road) from FM 2551 to FM 1378; and

**WHEREAS**, the City of Parker finds it necessary to maintain its water utilities for the health and welfare of its residents; and

**WHEREAS**, The City of Parker will budget sufficient funds in the appropriate fiscal year to make the required payments in accordance with the agreement subject of this resolution: and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:**

**SECTION 1.** The Parker City Council does authorize the Mayor and/or the Mayor Pro Tem to execute an interlocal agreement with Collin County for funding of the relocation of water utilities along FM 2514 (Parker Road) from FM 2551 to FM 1378 in substantially the form attached hereto as Exhibit A.

**SECTION 2.** This resolution shall be effective upon its passage.

**APPROVED AND ADOPTED** this 20th day of July, 2016.



Scott Levine, Mayor Pro Tem

**ATTEST:**

**APPROVED AS TO FORM:**

Patti Scott Grey, City Secretary

James E. Shepherd, City Attorney

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PARKER CONCERNING THE RELOCATION OF  
WATER UTILITIES ALONG FM 2514 (PARKER ROAD) FROM FM 2551 TO FM 1378;  
NEW 2007 BOND PROJECT #07-00-64**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Parker, Texas (“City”) desire to enter into an agreement concerning the relocation of utilities along FM 2514 (Parker Rd.) from FM 2551 to FM 1378 (the “Project”) in Parker, Collin County, Texas; and

**WHEREAS**, the relocation of utilities is required to facilitate the Texas Department of Transportation’s (“TxDOT”) widening project of FM 2514 in the City of Parker, Texas; and

**WHEREAS**, TxDOT has indicated that the expenses related to the relocation of the water utilities in the City of Parker are in conflict with the widening project and are reimbursable;

**WHEREAS**, the City of Parker has remaining 2007 Bond Funds for Project #07-055, McCreary Rd from Parker Rd. to McWhirter Rd. in the amount of \$367,247.00.

**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 shall arrange to relocate certain utility lines necessary for improvements to FM 2514 from FM 2551 to FM 1378, hereinafter called the “Project”. The Project shall consist of relocating and constructing approximately 9120 linear feet of water lines running parallel to and/or crossing FM 2514. All improvements shall be designed to meet or exceed the current City of Parker design standards and shall be constructed in accordance with the plans and specifications approved by the City.

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.

ARTICLE III.

The City shall acquire all utility easements necessary for construction of the Project.

ARTICLE IV.

**DEFINED TERMS:**

- A. Total Cost: The City estimates that the total cost of the Project will be \$1,710,000.00.
- B. Discretionary Funds— County Discretionary Funds allocated to this contract and project in an amount not to exceed \$1,342,753
- C. 2007 Bond Funds-- the City of Parker has remaining 2007 Bond Funds for Project #07-055, McCreary Rd from Parker Rd. to McWhirter Rd. in the amount of \$367,247.00. The County

agrees to advance the City the funds for the Total Cost of \$1,710,000.00 from two accounts, the County Discretionary Funds and the City of Parker's 2007 Bond Funds.

The City estimates that it will be reimbursed by TxDOT for 100% of the Total Cost of the Project. The City agrees to remit to the County an amount equal of all reimbursements it receives from TxDOT for the Project within thirty (30) days of receiving any Project reimbursement, not to exceed the total of the amount of funds advanced by the County.

The City and County agree that any non-reimbursable costs will be split equally to the total amount of \$734,494.00. or \$367,247.00 each. Any non-reimbursable amount exceeding \$367,247.00 expended by the County from its Discretionary Funds will be reimbursed to the County by the City. Any portion of the 2007 Bond Funds advanced by the County which are matched by the City for non-reimbursable expenses will not be repaid to the County, as they will have been as expended as matching funds on this TxDOT project.

The County shall remit to the City an amount equal to the cost for engineering design and the estimated easement acquisitions within thirty (30) days after the City issues a notice to proceed to the design engineer and the City requests payment. The County shall remit to the City an amount equal to the construction cost for the Project within thirty (30) days after the City issues a notice to proceed to the lowest responsible bidder, and the City requests payment. The total contribution from the County (the "County Contribution") shall not exceed \$1,710,000.00. The "Total Cost of the Project" shall include easement acquisition, engineering, construction, inspection, testing, and construction administration costs including contingencies.

The only portion of the funds advanced by the County which is not reimbursable by the City to the County is any portion of the 2007 Bond Funds expended on expenses of the project that are not reimbursed by TxDOT to the City, and the City has expended as matching funds an amount equal to the amount advanced by the County.

#### ARTICLE V.

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 VI.

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. Both parties agree that they are each entitled to governmental immunity in its broadest form from all claims and suits, including claims against the other Party.

#### ARTICLE VII.

INDEMNIFICATION. SUBJECT TO THE IMMUNITIES SET FORTH BELOW IN ARTICLE XII, WHICH ARE NOT WAIVED IN THIS ARTICLE VII, 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 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 VIII.

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 IX.

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 X.

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

ARTICLE XI.

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 XII.

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 XIII.

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.

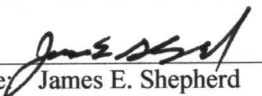
**APPROVED AS TO FORM:**

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

**ATTEST:**

By:   
Name: Patti Scott Grey  
Title: City Secretary  
Date: July 20, 2016

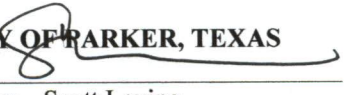
**APPROVED AS TO FORM:**

By:   
Name: James E. Shepherd  
Title: Parker City Attorney

**COUNTY OF COLLIN, TEXAS**

By: \_\_\_\_\_  
Name: Keith Self  
Title: County Judge  
Date: \_\_\_\_\_  
Executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by the County of Collin,  
pursuant to Commissioners Court  
Order No. \_\_\_\_\_

**CITY OF PARKER, TEXAS**

By:   
Name: Scott Levine  
Title: Mayor Pro Tem  
Date: July 20, 2016  
Executed on behalf of the City of Parker  
Date: July 20, 2016  
Pursuant to City Council  
Resolution No. 2016-513