

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Budget Amendment FY2010-040, Interlocal Agreement, City of McKinney, Creekside Drive – Engineering

On **March 22, 2010**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Kelth Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered approval of an Interlocal Agreement with the City of McKinney.

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 McKinney for the design and construction of improvements to Ridge Road from Creekside Drive to US 380 (2007 Bond Project No. 07-0004) (County's participation NTE \$1,442,228), budget amendment in the amount of \$1,240,000 and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.

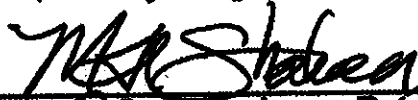


ATTEST:


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



Kelth Self, County Judge



Matt Shaheen, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF MCKINNEY, TEXAS
CONCERNING THE DESIGN AND CONSTRUCTION OF
RIDGE ROAD FROM CREEKSIDE DRIVE TO US 380
BOND PROJECT # 07-0004**

WHEREAS, the County of Collin, Texas ("County") and the City of McKinney, Texas ("City") desire to enter into an agreement concerning the design and construction of improvements to Ridge Road from Creekside Drive to US 380 (the "Project") in McKinney, 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 2007 Collin County Bond Program includes the improvements to Airport Drive from US 380 to Industrial Parkway, Project #07-040, with an approved Interlocal Agreement, court order # 2008-612-08-26, approved on August 26, 2008 for \$700,000 of which only \$497,772 was used for the improvements leaving \$202,228 which the City proposes to reallocate to the Project; and

WHEREAS, the 2007 Collin County Bond Program includes funding for the FM 543/FM 1461 Connector from US 75 to FM 1461/Lake Forest Drive, 2007 Bond Project # 07-036, which the City proposes to reallocate a portion of the funding in the amount of \$1,240,000 to the Project; and

WHEREAS, the County agrees with the City's proposal to reallocate funding of \$202,228 from Airport Drive of which funding has already been sent to the city, and \$1,240,000 from the FM 541 / FM 1461 Connector, for a total County participation of \$1,442,228;

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 design and construct improvements to Ridge Road from Creekside Drive to US 380, hereinafter called the "Project". The Project shall consist of designing and constructing four lanes of new roadway between Creekside Drive and US 380 (approximately 5,300 linear feet). The improvements shall also include design and construction of underground storm sewers as part of the road improvements. 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.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to design and construct the improvements and administer the design and 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 design and construction contracts for the Project.

ARTICLE III.

The City shall also acquire 11.0 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total cost of the design and construction of for this project to be \$5,250,000. The County agrees with the City's proposal to reallocate funding of \$202,228 from Airport Drive of which funding has already been sent to the city, and \$1,240,000 from the FM 541 / FM 1461 Connector, for a total County participation of \$1,442,228. The County shall remit 50 percent of this amount (\$1,240,000) to the City within thirty (30) days after issuing a notice to proceed for construction of the improvements as authorized by the City Council and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the construction project is 50 percent complete. Following completion of the project in its entirety, 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 to 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.

ARTICLE V.

The County's participation in the Project shall not exceed \$1,442,228 of which \$202,228 has already been sent to the city.

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: 3/22/10

Executed on this the 22nd day of March
2010, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2010-199-03-22

ATTEST:

By: Sandy Hart
Name: Sandy Hart, TRMC
Title: City Secretary
Date: 3/1/10



APPROVED AS TO FORM:

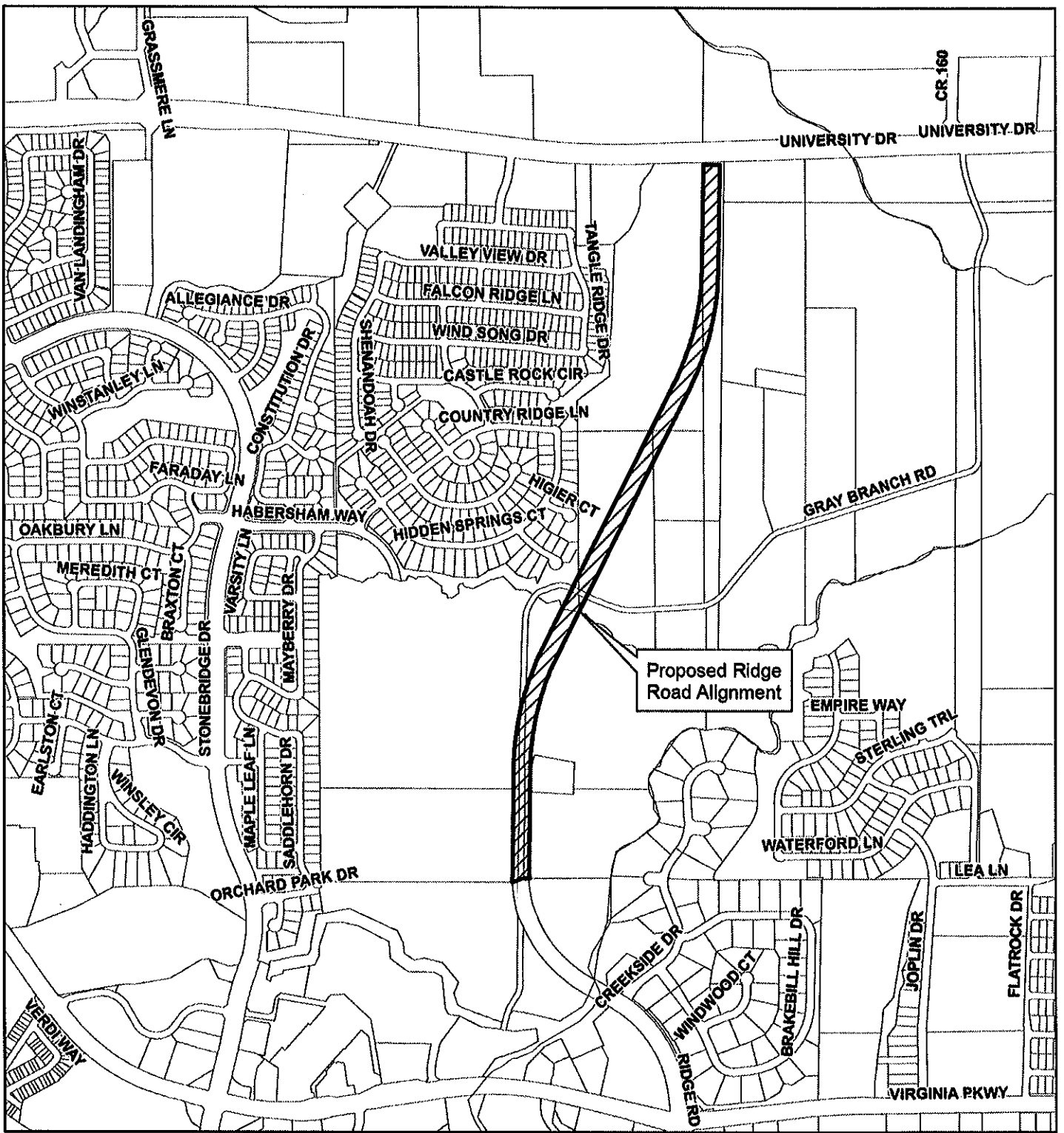
By: _____
Name: Mark Houser
Title: City Attorney
Date: _____

CITY OF MCKINNEY, TEXAS

By: Frank Ragan
Name: Frank Ragan
Title: City Manager
Date: 3-1-10

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

By Rick Chaffin, Deputy City Manager
and authorized signatory

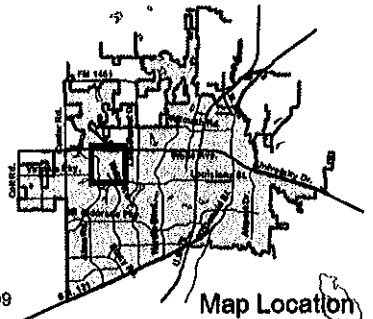


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CITY OF McKINNEY Agenda Map

November 17, 2009



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.