

RECEIVED
PURCHASING AGENT

RESOLUTION NO. 16-14

16 JUL 20 AM 10:47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT (HEREINAFTER "AGREEMENT") CONCERNING THE CONSTRUCTION OF RENNER ROAD AT US 75 INTERSECTION IMPROVEMENTS, BY AND BETWEEN COLLIN COUNTY, TEXAS (HEREINAFTER "COUNTY"), AND THE CITY OF RICHARDSON, TEXAS (HEREINAFTER "CITY"), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County and City desire to enter into an agreement concerning the construction of improvements to Renner Road at US 75 intersection (the "Project") in Richardson, 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 improvements may be constructed most economically by implementing this Agreement; 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 Council has been presented with a proposed Interlocal Agreement concerning the construction of Renner Road at US 75 intersection improvements; and

WHEREAS, upon full review and consideration of the Interlocal Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Interlocal Agreement on behalf of the City of Richardson, Texas;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the terms, provisions, and conditions of the Interlocal Agreement concerning the construction of Renner Road at US 75 intersection improvements, a copy of which is attached hereto as Exhibit "A", be, and the same are, hereby approved.

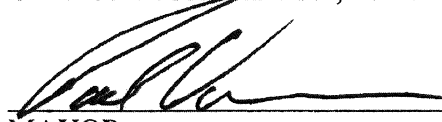
SECTION 2. That the City Manager is hereby authorized to execute the Interlocal Agreement on behalf of the City, and any amendments or other instruments related thereto, as

well as any agreements related to the design and construction of the Project, including any amendments thereto.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 13th day of June, 2016.


CITY OF RICHARDSON, TEXAS



MAYOR




ATTEST:



CITY SECRETARY

APPROVED AS TO FORM:



PETER G. SMITH, CITY ATTORNEY
(PGS:6-3-16:TM 77212)

EXHIBIT "A"

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF RICHARDSON, TEXAS
CONCERNING THE CONSTRUCTION OF RENNER ROAD AT US 75 INTERSECTION
IMPROVEMENTS
2007 BOND PROGRAM DISCRETIONARY PROJECT #07-00-58**

WHEREAS, the County of Collin, Texas ("County") and the City of Richardson, Texas ("City") desire to enter into an agreement concerning the construction of improvements to Renner Road at US 75 Intersection (the "Project") in Richardson, 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 improvements may be constructed most economically by implementing this agreement; 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

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 Renner Road at US 75 Intersection, hereinafter called the "Project". The Project shall consist of right turn only and acceleration/deceleration lanes. The improvements may also include 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 cause the preparation of bid documents and specifications for the improvements, acceptance of bids and awarding of a contract to construct the improvements and administration of 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.

The City shall also acquire real property in the vicinity of the improvements for use as right-of-way, if necessary.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$820,000. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$410,000. The County shall remit 50 percent of this amount, or \$205,000 to the City within thirty (30) days after a Notice to Proceed has been issued to the selected contractor and the City requests payment or upon the availability of County funds for this Project, whichever occurs later. The County will remit the remaining 50 percent 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

EXHIBIT "A"

Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, construction, design, engineering, construction inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$410,000.

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.

EXHIBIT "A"

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.

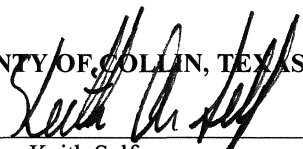
ARTICLE XIV.

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: 
Name: Keith Self
Title: County Judge
Date: 8/1/16
Executed on this 1st day of August
2016, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2016-533-08-01.

APPROVED AS TO FORM:

By: 
Name: Peter G. Smith
Title: City Attorney
Date: July 12, 2016

CITY OF RICHARDSON, TEXAS

By: 
Name: Dan Johnson
Title: City Manager
Date: July 12, 2016
Executed on behalf of the City of
Richardson pursuant to City Council
Resolution No. 16-14