

**INTERLOCAL COOPERATION AGREEMENT
FOR TRAFFIC REGULATION IN SPECIAL DISTRICTS**

This Interlocal Cooperation Agreement for traffic regulation in special districts, hereinafter referred to as "Agreement," is made by and between **Collin County, Texas**, a political subdivision of the State of Texas, hereinafter referred to as "Collin County," and **McKinney Municipal Utility District No. 1** and **McKinney Municipal Utility District No. 2**, political subdivisions of the State of Texas, hereinafter referred to as "Districts".

WHEREAS, Collin County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Collin County, Texas; and

WHEREAS, the Districts are political subdivisions of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to the Texas Water Code as amended; and

WHEREAS, the County Road and Bridge Act, Texas Transportation Code, Chapter 251 authorizes a commissioners court to regulate traffic on county roads; and

WHEREAS, Section 791.036 of the Texas Government Code allows the Collin County Commissioners Court to enter into an interlocal agreement with the board of a special district to apply Collin County's traffic regulations to public roads in Collin County that are within the district if the Commissioners Court finds that it is in Collin County's interest to regulate traffic on the public roads; and

WHEREAS, Section 251.151 of the Texas Transportation Code allows the Collin County Commissioners Court by order to apply Collin County's traffic regulations to public roads in Collin County that are located wholly or partly in Collin County if the Commissioners Court and the board of the district have entered into an interlocal agreement under Section 791.035 of the Texas Government Code; and

WHEREAS, the parties agree that the term "traffic regulations" as used herein shall only mean the regulation of: (1) maximum reasonable and prudent speeds, pursuant to Texas Transportation Code Section 251.154, (2) restricted traffic zones, pursuant to Texas Transportation Code Section 251.155, and (3) parking restrictions, pursuant to Texas Transportation Code Section 251.155; and

WHEREAS, Collin County and the Districts desire for the Collin County Commissioners Court to extend Collin County's traffic regulations to one or more public roads in Collin County that are within the Districts; and

WHEREAS, the Collin County Commissioners Court finds that it is in Collin County's interest for the preservation of public safety to regulate traffic on the public roads in the Districts. ; and

WHEREAS, the Collin County Commissioners Court finds that it is in Collin County's interest for the preservation of public safety to regulate traffic on the public roads in the Districts; and

WHEREAS, the designated public roads subject to this Agreement are not accepted for Collin County maintenance; and

WHEREAS, any prior Collin County Commissioners Court orders approving posted speed limits, restricted traffic zones, parking restrictions, and prohibitions of use on roads within the Districts shall remain in full force and effect unless amended and superseded by and through actions taken pursuant to this Agreement; and

WHEREAS, Collin County and the Districts mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the Texas Government Code, Chapter 791; and

NOW THEREFORE, Collin County and the Districts, for the mutual consideration hereinafter stated, agree and understand as follows:

INCORPORATION.

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

PURPOSE.

As designated in the preamble, the purpose of this Interlocal Agreement is for the Collin County Commissioners Court to extend Collin County's traffic regulations to the public roads within the Districts.

TERM.

Subject to the approval of the governing bodies of all parties, this Agreement shall be effective as of the date set forth below and shall continue in force and effect until May 30, 2020. The parties may each elect to terminate this Agreement as permitted under this Agreement. This agreement will automatically renew for five (5) year terms unless affirmatively cancelled by either party.

TERMINATION.

This Agreement may be terminated at any time, by any party giving thirty (30) days written notice to the other parties to the address(es) provided in this Agreement.

SUPPLEMENTATION FOR FUTURE DEVELOPMENT.

The parties recognize that development is ongoing in the Districts and that additional streets will be added over time. Accordingly, the parties agree that the Districts may supplement this Agreement from time to time to extend Collin County’s regulations of additional streets as they are developed and that the Collin County Engineer has the authority to accept the Districts’ supplementation on behalf of Collin County pursuant to Texas Transportation Code Section 251.159.

CONSIDERATION BY COLLIN COUNTY.

In determining the traffic regulations for the roads designated by the Districts herein, Collin County shall consider Districts’ input regarding the imposition of traffic regulations on such roads in the Districts. Collin County will otherwise implement and apply the most recent version of the Texas Manual on Uniform Control Devices approved by the Texas Transportation Commission. In addition, Collin County will comply with Subchapter E of chapter 251 of the Texas Transportation Code in enacting such regulations, including public hearings on all proposed regulations promulgated for the Districts.

LIABILITY.

This Agreement does not extend and no party assumes any liability beyond that provided by law, and this Agreement is not intended to create any cause of action for the benefit of third parties. Neither the County nor the Districts waive any immunity or defense that would otherwise be available to it against claims by third parties. The County and Districts are not entering into a joint enterprise

NOTICE.

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be by personal delivery or United States Postal Service certified mail, return receipt requested to each party as follows:

DISTRICTS: Joshua J. Kahn
Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Telephone: (713) 850-9000

COUNTY: Collin County Commissioners Court
Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071
Telephone: (972) 424-1460 ext. 4631

COSTS

All costs involved with the approval of traffic regulations under this Agreement shall be borne by the County and payable out of current revenues available to it.

SEVERABILITY.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

VENUE.

This Agreement shall be construed and governed in accordance with the laws of the State of Texas, and this Agreement shall be performed in Collin County, Texas. Any dispute arising out of or related to this Agreement shall be brought in a court of competent jurisdiction in Collin County, Texas.

ENTIRE AGREEMENT.

This Agreement and the Exhibits attached hereto represent the entire Agreement between Collin County and the Districts regarding traffic regulations and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by both Collin County and the Districts.

AUTHORITY.

This Agreement is made by and entered into by the duly-authorized officials of each respective governmental entity.

COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

COLLIN COUNTY, TEXAS



Keith Self, County Judge
Collin County Commissioners Court

EXECUTED on this date:

2/20/17

Approved as to Form:

Attorney for Collin County

MCKINNEY MUNICIPAL
UTILITY DISTRICT NO. 1 OF
COLLIN COUNTY



EXECUTED on this date:

2/15/17

MCKINNEY MUNICIPAL
UTILITY DISTRICT NO. 2 OF
COLLIN COUNTY



EXECUTED on this date:

2/15/17

Approved as to Form:

Attorney for Districts