

EXHIBIT A

INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE DESIGN AND CONSTRUCTION OF
15TH STREET RECONSTRUCTION;
FROM G AVE TO US 75

COUNTY BOND PROJECTS – 07-063
CITY CIP PROJECT – 5623

THIS AGREEMENT is made and entered by and between the County of Collin, Texas ("County"), and the City of Plano, Texas ("City") a Home-Rule Municipal Corporation, as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the County and the City are political subdivisions within the State of Texas and engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the County and the City desire to enter into an agreement concerning the 15th Street Reconstruction project from G Ave to US 75 (the "Project") in Plano, Collin County, Texas; and

WHEREAS, the 2007 Collin County Bond Program includes the allocation of \$600,000 for the reconstruction of 15th Street from G Ave to US 75 (Project 07-063). The 2007 Collin County Bond Program also includes \$500,000 for the construction of Chaparral Bridge over Cottonwood Creek (Project 07-064) and the allocation of \$1,500,000 for the widening of Spring Creek Parkway from Park Blvd to Parker Rd (Project 07-065). The funds (\$2,000,000) for projects 07-064 and 07-065 will be reallocated to project 07-063 for a total allocation of \$2,600,000, in Collin County, Texas.; 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 of the recitals set forth above and terms and conditions below.

WITNESSETH:

ARTICLE I.

The City has arranged for the reconstruction of 15th Street from G Ave to US 75, hereinafter called the "Project". All improvements were designed to meet or exceed the current Collin County design standards and were constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City prepared plans and specifications for the improvements, accepted bids and awarded a contract to construct the improvements and administered the construction contract. In all such activities, the City complied 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 acquired easement interests in the property only, and did not obtain a fee interest in any property that will be used for right-of-way purposes.

ARTICLE IV.

The total actual cost of the project was \$6,500,000. The County agrees to fund an amount not to exceed \$2,600,000 from 2007 bond projects 07-063(\$600,000), 07-064 (\$500,000) and 07-065 (\$1,500,000). The County shall remit the full payment within thirty (30) days after receipt of notice from the City that the Project is complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. The "total cost of the Project" shall include, engineering, construction, testing, and easement.

ARTICLE V.

If the actual cost to construct the Project ("Actual Project Cost") is less than the Estimated Project Cost, and the County has participated up to fifty percent (50%) of the Estimated Project Cost, then the City shall reimburse the County in an amount equal to fifty percent (50%) of the difference between the Estimated Project Cost and the Actual Project Cost. The County Commissioners Court may revise this payment schedule based on the progress of the Project. As used herein, the term "Actual Project Cost" shall include engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE VI.

The City shall install a project sign identifying the project as being partially funded by the Collin County 2007 Bond Program. The City shall also provide before, during

and after photos and quarterly progress reports in electronic format or via US mail to the Collin County Engineering Department. Following completion of the project, the City shall provide an itemized final accounting of expenditures including in-kind services or donations for the project.

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:

COUNTY OF COLLIN, TEXAS

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

By: Keith Self
Name: Keith Self
Title: County Judge
Date: 3/7/17

Executed on this Thursday of March
2017, by the County of Collin, pursuant
to Commissioners' Court Order
No. 2017-150-03-06.

ATTEST:

CITY OF PLANO, TEXAS

By: Lisa C. Henderson
Name: Lisa C. Henderson
Title: City Secretary
Date: 2/2/17

By: Bruce D. Glasscock
Name: Bruce D. Glasscock
Title: City Manager
Date: 02/02/17

APPROVED AS TO FORM:

By: Michelle D'Andrea
Name: Paige Mims
Title: City Attorney
Date: 2/2/17

Executed on behalf of the City of
Plano, Texas pursuant to
City Council Resolution
No. 2016-10-19(R)

RESOLUTION NO. 2016-10-19(R)

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between City of Plano and County of Collin, Texas, for the construction of 15TH Street Reconstruction – G Ave to US 75 project; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the construction of 15TH Street Reconstruction – G Ave to US 75 project, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.


Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the 25th day of October, 2016


Harry LaRosiliere, MAYOR

ATTEST:


Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY