

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE DESIGN AND CONSTRUCTION OF  
INTERSECTION IMPROVEMENTS – OHIO DRIVE AT MCDERMOTT ROAD, ALMA  
DRIVE AT 15<sup>TH</sup> STREET, PLANO PARKWAY EAST OF K AVENUE;  
  
COUNTY BOND PROJECTS – 03-120  
CITY CIP PROJECT – 6336**

**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 Intersection Improvements for Ohio Drive at McDermott Road, Alma Drive at 15<sup>th</sup> Street and Plano Parkway East of K Avenue (the "Project") in Plano, Collin County, Texas; and

**WHEREAS**, the 2003 Collin County Bond Program includes remaining funds of \$154,153 for Communications Parkway (Project 03-052), \$90,000 for Headquarters Dr from Parkwood Blvd to Preston Rd (Project 03-061), \$94,308 for Hedgcoxe from Custer Rd to Alma Dr (Project 03-049), \$107,498 for Independence Pkwy from McDermott Rd to SH 121 (Project 03-059), \$21,283 for McDermott Rd from Coit Rd to Custer Rd (Project 03-054), \$131,144 for Parker Rd from K Ave to P Ave (Project 03-050) and \$88,150 for Plano Pkwy from Dallas North Tollway to Park Blvd (Project 03-128), 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 shall arrange for the construction of Intersection Improvements for Ohio Drive at McDermott Rd, Alma Drive at 15<sup>th</sup> Street and Plano Parkway East of K Avenue, hereinafter called the "Project". 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 construct the improvements and administer 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 will acquire easements required for the project.

**ARTICLE IV.**

The City estimates the total actual cost of the project to be \$1,400,000. The County agrees to fund an amount not to exceed \$686,536 from 2003 bond projects 03-052 (\$154,153), 03-061 (\$90,000), 03-049 (\$94,308), 03-059 (\$107,498), 03-054 (\$21,283), 03-050 (\$131,144) and 03-128 (\$88,150). The County shall remit 50 percent of this amount, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder 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 Project is 50 percent 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 2003 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:

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

COUNTY OF COLLIN, TEXAS

By: Keith H. Self  
Name: Keith Self  
Title: County Judge  
Date: 3/30/17

Executed on this 30th day of March  
2017, by the County of Collin, pursuant  
to Commissioners' Court Order  
No. 2017-198-03-27

ATTEST:

By: Lisa C. Henderson  
Name: Lisa C. Henderson  
Title: City Secretary  
Date: 3/2/17

CITY OF PLANO, TEXAS

By: Bruce D. Glasscock  
Name: Bruce D. Glasscock  
Title: City Manager  
Date: 03/02/17

APPROVED AS TO FORM:

for: By: Michelle D'Andrea  
Name: Paige Mims  
Title: City Attorney  
Date: 3/1/17