

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO
CONCERNING THE DESIGN AND CONSTRUCTION OF
INTERSECTION IMPROVEMENTS;
COIT ROAD AT 15TH STREET AND CUSTER ROAD AT PLANO PARKWAY
COUNTY BOND PROJECTS – 07-058
CITY CIP PROJECT – 6157**

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 Coit Road at 15th Street and Custer Road at Plano Parkway Intersection Improvements Project (the "Project") in Plano, Collin County, Texas; and

WHEREAS, the city has unused funding from the 2003 Collin County Bond Program project #03-065, Windhaven Parkway from west City Limits to Spring Creek Parkway and unused funding from the 2007 Collin County Bond Program project #07-072; International Parkway from Plano Parkway to Midway, in Plano, 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 construction of Intersection Improvements for Coit Road at 15th Street and Custer Road at Plano Parkway, 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 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 \$700,000 from 2007 bond project 07-072 (\$200,000), and 2003 bond project 03-065 (\$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 2003 and 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:

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

COUNTY OF COLLIN, TEXAS

By: Keith M. 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. 2017-200-03-27

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 O'Andrea
Name: Paige Mims
Title: City Attorney
Date: 3/1/17