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**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF MCKINNEY, TEXAS
CONCERNING THE DESIGN AND CONSTRUCTION OF
LAKE FOREST DRIVE FROM WILMETH ROAD TO BLOOMDALE ROAD
BOND PROJECT # 07-047**

WHEREAS, the County of Collin, Texas (“County”) and the City of McKinney, Texas (“City”) desire to enter into an agreement concerning the construction of improvements to Lake Forest Drive from Wilmeth Road to Bloomdale Road (the “Project”) in McKinney, 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 2007 Collin County Bond Program includes funding for Lake Forest Drive from Wilmeth Road to Bloomdale Road, 2007 Bond Project # 07-047, in the amount of \$1,474,749; and

WHEREAS, the 2007 Collin County Bond Program includes funding for Lake Forest Drive from Boyd High School to US 380, 2007 Bond Project # 07-045, which the City proposes to reallocate a portion of the funding in the amount of \$425,251 to the Project; for a total County participation of \$1,900,000.

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 stated herein.

WITNESSETH:

ARTICLE I.

The City has arranged to design and construct improvements to Lake Forest Drive from Wilmeth Road to Bloomdale Road, hereinafter called the “Project”. The Project consists of widening of Lake Forest Drive from two to four lanes from Wilmeth Road to Bloomdale Road (approximately 5,280 linear feet). The Project will 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 design and construct the improvements and administer the design and 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 design and construction contracts for the Project.

ARTICLE III.

The City shall acquire approximately 10.5 acres of real property in the vicinity of the improvements for use as right-of-way, approximately 15.1 acres of real property in the vicinity of the improvements for use as permanent easements, and approximately 10.4 acres of real property in the vicinity of the improvements for use as temporary easements.

ARTICLE IV.

The City estimates the total actual cost of the Project to be approximately \$5,124,000. The County agrees to fund the cost to construct the improvements in an amount not to exceed \$1,900,000. The County shall remit 50 percent of this amount (\$950,000) to the City within thirty (30) days after issuing a

notice to proceed for construction of the improvements, as authorized by the City Council, 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 construction project is 50 percent complete. The "total cost of the project" shall include the acquisition of necessary land rights, engineering, construction, inspection, and testing.

ARTICLE V.

The County's participation in the Project shall not exceed \$1,900,000.

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.

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 Self
Name: Keith Self
Title: County Judge
Date: 9/12/17

Executed on this the 12th day of Sept.,
2017, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2017-CC-09-11.

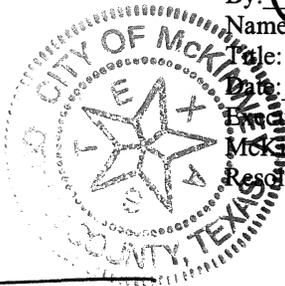
ATTEST:

By: Sandy Hart
Name: Sandy Hart, TRMC, MMC
Title: City Secretary
Date: July 19, 2017

CITY OF MCKINNEY, TEXAS

By: Paul G. Grimes
Name: Paul G. Grimes
Title: City Manager
Date: 7/19/17

Executed on behalf of the City of
McKinney pursuant to City Council
Resolution No. 2016-04-056



APPROVED AS TO FORM:

By: Mark Houser
Name: Mark Houser
Title: City Attorney
Date: 7/18/17

RESOLUTION NO. 2016-04-056 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR FUNDING THE EXPANSION OF LAKE FOREST DRIVE FROM WILMETH ROAD TO BLOOMDALE ROAD

WHEREAS, the City Council of the City of McKinney, Texas, recognizes the need for the expansion of Lake Forest Drive; and

WHEREAS, the City Council of the City of McKinney, Texas, has reviewed an Interlocal Agreement between Collin County, Texas, and the City of McKinney concerning funding for the Improvements on Lake Forest Drive.

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

Section 1. The City Council of the City of McKinney, Texas, hereby authorizes the Interim City Manager to execute an Interlocal Agreement with Collin County for funding the expansion of Lake Forest Drive from Wilmeth Road to Bloomdale Road.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 19th DAY OF April 2016.

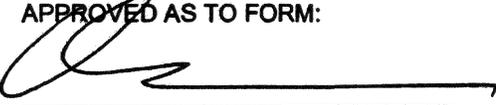
CITY OF MCKINNEY, TEXAS


BRIAN LOUGHMILLER
Mayor

ATTEST:


SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:


MARK S. HOUSER
City Attorney