

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COLLIN COUNTY AND
THE NORTH TEXAS MUNICIPAL WATER DISTRICT
CONCERNING CONSTRUCTION OF PARK BOULEVARD EXTENSION**

THIS INTERLOCAL COOPERATION AGREEMENT (AGREEMENT) is made between **COLLIN COUNTY, TEXAS**, (Collin County), and the **NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)**, acting by and through the Collin County Commissioners Court and Interim Executive Director, respectively, or their duly authorized representatives.(Collin County and NTMWD collectively hereafter being called "Parties" and individually as a "Party").

WHEREAS, the Interlocal Corporation Act, Chapter 791 of the Texas Government Code (the "Act") provides the authority for political subdivisions to contract with each other to purchase goods and services and facilitate the governmental functions of said political subdivisions under the terms of the Act; and

WHEREAS, Collin County has initiated the Park Boulevard Extension Project in Wylie, Texas (the "Project") pursuant to Collin County's thoroughfare plan; and

WHEREAS, NTMWD currently owns and operates water treatment facilities and water conveyance pipelines installed in and adjacent to the proposed Park Boulevard Extension alignment; and

WHEREAS, the Project will require the future acquisition of NTMWD property along the proposed Project alignment, which will be addressed later in the design process; and

WHEREAS, the Project requires modifications to NTMWD's water treatment plant 3 northwest security fence; and

WHEREAS, the Project requires NTMWD to employ the services of a Professional Engineer to review Project design plans at NTMWD's pipeline crossings; and

WHEREAS, the Project requires NTMWD to employ the services of a Certified Pipeline Inspector to oversee Project construction activities near NTMWD infrastructure; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, Collin County and NTMWD agree as follows:

ARTICLE ONE FACILITIES AND EQUIPMENT

1.01 Park Blvd. Extension. Collin County, at its sole cost and expense, will (1) construct the Project; (2) modify the northwest corner of NTMWD's Water Treatment Plant III security fence; and (3) engage Halff Associates to prepare the engineering calculations required where the Project crosses NTMWD pipelines, for further review by and approval from NTMWD's Professional Pipeline Engineer and Certified Pipeline Inspector.

1.02 Site Access Provided. NTMWD shall have the right to access the Project site at reasonable times during construction activities to discuss the proposed work with Collin County staff and/or its contractor, and for the purpose of design, construction and inspection activities; provided, however, that in the event of an emergency, NTMWD shall have immediate access to the Project site. Points of temporary access from NTMWD properties to construction sites will be provided in the Project documents. NTMWD shall have the right to approve the location of the temporary access points and such approval shall not be unreasonably withheld, conditioned or delayed.

1.03 Inspection Activities. Collin County and/or its contractor shall notify, in writing, NTMWD's inspection staff 48 hours in advance of any site inspection. Such notice shall include both the scope of inspection(s) and date work will be ready to inspect. Provided that such notice is given, NTMWD shall schedule its inspections so as to coordinate with Collin County's construction of the Project so that such inspections by NTMWD do not delay the Project. NTMWD shall not unreasonably interfere with Collin County's construction activities.

1.04 Standards. All work will be done according to all applicable codes and regulations, including municipal, county, state, and federal.

1.05 Reimbursement of NTMWD Fees. Collin County agrees to reimburse ("Reimbursement Payment") NTMWD for the performance of the tasks necessary and related to NTMWD's oversight of the Project. NTMWD will use the Reimbursement Payments by Collin County for costs NTMWD incurs in providing the following services:

- A. **Legal Fees:** Collin County shall reimburse the NTMWD for all legal and filing fees associated with the Project.
- B. **Design Review Fees:** Collin County shall reimburse the NTMWD for all design review fees associated with the Project. The Parties do not anticipate reimbursement for detailed pipeline design services will be needed under this agreement. Detailed design will be included in a separate agreement if such services are deemed necessary during Project design review.

- C. Inspection Fees: NTMWD inspection staff shall make periodic visits to the construction site to inspect the work and meet with Collin County staff and/or contractor to discuss the Project.
- D. Reimbursement Payment: NTMWD shall provide Collin County an itemized invoice of legal, design review and inspection fees pertaining to the Project on a monthly basis. Collin County shall have 30 calendar days after the mailing of the invoice to submit payment to NTMWD. **The total estimated not-to-exceed amount for the services is \$28,150 as itemized below:**
 - a. Legal Fees: Total amount \$3,000 to draft and record Agreement.
 - i.
 - b. Design Review Fees: Total amount \$10,000
 - c. Inspection Fees: Total amount \$12,150, based upon an assumed level of effort totaling 270 hours at a rate of \$45.00 per hour.
- E. If, at any time, NTMWD anticipates materially exceeding the "total estimated not-to-exceed amount" set forth above, then, prior to exceeding such amount, it shall update its estimates of the items set forth in Paragraph D above and deliver same to Collin County.

ARTICLE TWO

Security Fence Modifications

2.01 Collin County shall utilize a NTMWD prequalified Fence contractor to modify the northwest corner of the Water Treatment Plant III security fence under the Project. NTMWD shall provide Collin County with at least two approved subcontractors that Collin County can hire to perform the security fence work described herein. The new security fence and concrete mow strip will be constructed to match the existing security fence and concrete mow strip. The work includes installation of new chain-link fence with 3-strand barbed wire, corner post and in-inline posts, concrete mow strip with #4 steel reinforcement and associated appurtenances.

ARTICLE THREE

Term

3.01 This Agreement shall be effective upon approval by the Collin County Commissioners Court and NTMWD Board of Directors and subsequent execution by the Collin County Judge and NTMWD Interim Executive Director, and shall continue in effect until final acceptance of the Project. The effective date will be the latter of the dates this Agreement is executed by the Parties authorized representatives.

ARTICLE FOUR

Hold Harmless

4.01 Each Party does hereby agree to waive all claims against, release, and hold harmless the other Party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

4.02 In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any party individually under Texas law. Collin County shall be responsible for its sole negligence. NTMWD shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.03 It is anticipated that Collin County will be crossing numerous NTMWD lines during the Project, including but not limited to waterlines, which are briefly identified in Exhibit "A" which is attached hereto and incorporated herein by reference, and fiber optic communication lines and chemical pipelines, whose locations are unknown (collectively, the "NTMWD Lines"). NTMWD makes no representation as to the accuracy or completeness of Exhibit A. Notwithstanding anything to the contrary contained herein, Collin County shall pay NTMWD for any and all damage caused by Collin County or its contractors to NTMWD's Lines during the construction activities contemplated herein, including but not limited to any consulting and remediation work necessary to address any chemical spills if a chemical pipeline is damaged. NTMWD shall and to the extent it is able, upon Collin County's request, assist Collin County and its contractors in locating the NTMWD Lines.

ARTICLE FIVE

Immunity

5.01 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, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE SIX

Notices

6.01 All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

Collin County: County Judge
Collin County Administration Building
2300 Bloomdale Road, Ste. 4192
Collin County, TX 75071

NTMWD: Rodney D. Rhoades
Interim Executive Director
P.O. Box 2408
Wylie, TX 75098

The name and address for notification may be changed by notice to the other parties.

ARTICLE SEVEN

Severability

7.01 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 EIGHT

Successors and Assigns

8.01 This Agreement shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

ARTICLE NINE

Venue

9.01 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 a state court in Collin County, Texas.

ARTICLE TEN Interpretation

10.01 This Agreement has been negotiated by and between the parties, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

ARTICLE ELEVEN Remedies, Non-Waiver

11.01 No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

ARTICLE TWELVE Entire Agreement

12.01 This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

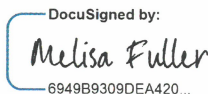
IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year set forth in Section 3.01 above.

COLLIN COUNTY, TEXAS

By: 
Chris Hill, County Judge

Executed on this 4 day of DECEMBER, 2020. By the Collin County, Texas, pursuant to Collin County Commissioners Court Order No. 2020-1022-10-19.

ATTEST:

By: 
Name: Melisa Fuller
Date: 10/1/2020

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: 
Name: Rodney D. Rhoades
Title: Interim Executive Director

Exhibit "A"

NTMWD Lines

PARK BOULEVARD NTMWD PIPELINE CROSSINGS (ALL STATION NO.'S LISTED ARE APPROXIMATE) (LOCATION OF FIBER OPTIC CABLE AND CHEMICAL PIPELINES ARE UNKNOWN)				
Name	Size	Type	Location	Station
Wylie McKinney	20"	Water	Crosses Park Blvd, west of Parker Road	155+00
McKinney Parallel Ph I	60"	Water	Crosses Park Blvd, west of Parker Road	155+00
Plano McKinney Ph III	96"	Water	850 feet North of Freda Lane; 300 feet west of Moses Drive.	193+00
APFM Proj. B Ph II	84"	Water	300 feet South of Skyview; 325 feet West of Water Treatment Plant 3-2	220+00
Raw Water Pipe Line No. 3	90"	Raw	Skyview and North Entrance to Water Plant	232+00
Raw Water Pipe Line No. xx	96"	Raw	Skyview and North Entrance to Water Plant	232+00
Raw Water Pipe Line No. xx	78"	Raw	Skyview and North Entrance to Water Plant	232+00
Raw Water Pipe Line No. 4	60"	Raw	500 feet Southeast Spencer Lane	277+00
Raw Water Pipe Line No. 3 Phase II	60"	Raw	500 feet Southeast Spencer Lane	277+00
Raw Water Supply Line	60"	Raw	500 feet Southeast Spencer Lane	277+00
Raw Water Transmission Pipe Line	48"	Raw	550 feet Southeast Spencer Lane	278+00
Wylie to Lavon	48"	Water	Spring Creek Pkwy south of KC Southern	288+00
Texoma Howe to Wylie	96"	Raw	Spring Creek Pkwy south of KC Southern	288+00
Wylie to Rockwall	20"	Raw	Spring Creek Pkwy north of 78	303+00
***All pipelines must be located by vacuum excavation, hand excavation or other non-destructive method prior to road construction				