

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF MCKINNEY, TEXAS
CONCERNING THE MAINTENANCE OF
FM 543 FROM US 75 TO CR 206**

WHEREAS, the Texas Department of Transportation (“State”) will reconstruct the intersection of US 75 at FM 543 as part of the US 75 from Bloomdale Road to Telephone Road reconstruction project; and

WHEREAS, the City of McKinney, Texas (“City”) desires to realign the intersection of FM 543 at US 75, as provided in the City’s Master Thoroughfare Plan; and

WHEREAS, FM 543 is classified as an on-system roadway, hence the State owns the roadway right-of-way along FM 543; and

WHEREAS, the City will request a release of a portion of FM 543 from the state system, and a transfer of ownership to the local public agency, in accordance with the State’s ROW procurement process; and

WHEREAS, this section of FM 543 is located in the unincorporated extraterritorial jurisdiction of McKinney, Texas, making the local public agency the County of Collin, Texas (“County”); and

WHEREAS, the County and the City desire to enter into an agreement to assign maintenance responsibilities for FM 543 from US 75 to CR 206 (approximately 8000 feet) to the City; 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.

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 shall coordinate with the State regarding right-of-way conveyance for FM 543 from US 75 to CR 206. Coordination will include all necessary documentation required by the State to transfer ownership of the roadway right-of-way to the local public agency.

ARTICLE II.

The City and County agree that at such time when the State transfers ownership of the roadway right-of-way for FM 543 from US 75 to CR 206 (approximately 8000 feet), the City will be the party responsible for roadway maintenance along said portion of roadway.

ARTICLE III.

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 IV.

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 V.

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 VI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE VII.

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 VIII.

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 VIII.

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: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this the ____ day of _____,
2011, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

By: _____

CITY OF MCKINNEY, TEXAS

By: _____

Name: Sandy Hart, TRMC, MMC
Title: City Secretary
Date: _____

Name: Jason Gray
Title: City Manager
Date: _____
Executed on behalf of the City of
McKinney pursuant to City Council
Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Mark Houser
Title: City Attorney
Date: _____