

**INTERLOCAL AGREEMENT
BETWEEN THE FRISCO INDEPENDENT SCHOOL DISTRICT,
CITY OF FRISCO, AND CITY OF MCKINNEY
REGARDING THE MOONEYHAM ELEMENTARY SCHOOL PROJECT**

This Interlocal Agreement (“Agreement”) is entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality (“Frisco”), the **CITY OF MCKINNEY, TEXAS**, a Texas home-rule municipality (“McKinney”), and the **FRISCO INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district (“FISD”). Frisco, McKinney, and FISD are at times collectively referred to herein as the “Parties” or individually as the “Party.”

WHEREAS, some children residing in the Villages at Willow Bay subdivision in Frisco (“Subdivision”) who attend FISD’s Mooneyham Elementary School (“Mooneyham”), hereinafter referred to as “Mooneyham Students,” are cutting through alleyways in the Subdivision and crossing a drainage channel and Ash Woods Park in McKinney to travel to and from Mooneyham rather than walk along available sidewalks in the Subdivision that take a more circuitous path to and from Mooneyham; and

WHEREAS, residents of the Subdivision and parents of certain of the Mooneyham Students have expressed concern for the safety of the Mooneyham Students when they use this route to travel to and from Mooneyham; and

WHEREAS, Frisco and McKinney (collectively, “Cities”), together with FISD, desire to develop an alternative route to and from Mooneyham along and about the Subdivision and Ash Woods Park by constructing, installing, and/or funding new concrete walkways, a pedestrian bridge and other improvements, as described herein and in **Exhibit “A”**, attached hereto and incorporated herein by reference for all purposes (collectively, “Project”); and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) (“Act”) authorizes a local governmental entity to contract with one or more other local governmental entities to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Parties have determined that the Project is a governmental function and service and that the Project may be developed most economically and efficiently by entering into this Agreement pursuant to the Act; and

WHEREAS, Frisco has agreed to design and construct, as part of the Project, the Frisco Improvements, as hereinafter defined, and McKinney has agreed to design and construct, as part of the Project, the McKinney Improvements, as hereinafter defined, provided that FISD pays one-half (½) of the actual costs and expenses of the Frisco Improvements to Frisco and one-half (½) of the actual costs and expenses of the McKinney Improvements to McKinney; and

WHEREAS, the Parties find that this Agreement will benefit the students of FISC and the residents of the Cities by providing better pedestrian access to area schools, including Mooneyham, and adjacent park land; and

WHEREAS, this Agreement will support or advance the respective missions of the Parties regarding access to schools, parks, and residential neighborhoods.

NOW, THEREFORE, this Agreement is made and entered into by and between the Parties upon and for the mutual consideration stated herein as follows:

ARTICLE I. Incorporation of Recitals

The foregoing declarations, determinations, and findings declared, made, and found in the preamble to this Agreement are true and correct and are hereby adopted, restated, and made part of the operative provisions hereof.

ARTICLE II. Project Construction

In exchange for FISC's payment to Frisco of one-half (1/2) of the actual costs and expenses of the Frisco Improvements as set forth in Article III of this Agreement and McKinney's construction of the McKinney Improvements, Frisco shall construct approximately one thousand eight hundred and fifty (1,850) linear feet of six (6)-foot-wide concrete walkways and approximately two hundred ten (210) linear feet of a one and one-half (1.5)-foot-tall concrete retaining wall at the locations depicted in Exhibit "B", attached hereto and incorporated herein by reference for all purposes, in accordance with Exhibit "A" and Frisco's design and construction standards, as they exist, may be amended, or in the future arising (collectively, "Frisco Improvements"). Additionally, Frisco may elect, in its sole discretion, to construct up to approximately six hundred seventy five (675) linear feet of a wrought-iron fence at the location depicted in Exhibit "B" in accordance with Exhibit "A" and Frisco's design and construction standards, as they exist, may be amended, or in the future arising ("Frisco Fence"). The Parties agree that Frisco shall not be obligated to construct the Frisco Fence under this Agreement, but in the event Frisco elects in its sole discretion to construct the Frisco Fence as part of the Project, then the term "Frisco Improvements" shall include the Frisco Fence, and the Frisco Fence shall be considered a part of the Frisco Improvements under the terms and conditions of this Agreement. In such event, FISC shall be obligated to pay Frisco one-half (1/2) of the actual costs and expenses of the Frisco Fence as set forth in Article III of this Agreement.

In exchange for FISC's payment to McKinney of one-half (1/2) of the actual costs and expenses of the McKinney Improvements as set forth in Article III of this Agreement and Frisco's construction of the Frisco Improvements, McKinney shall construct approximately one hundred fifty (150) linear feet of an eight (8)-foot-wide concrete walkway, procure and install a prefabricated steel pedestrian bridge that is approximately sixty (60)-linear-feet-long and eight (8)-foot-wide, and construct and/or install all necessary piers/abutments and safety railings/fencing related to the pedestrian bridge at the locations depicted in Exhibit "B" in

accordance with Exhibit “A” and McKinney’s design and construction standards, as they exist, may be amended, or in the future arising (collectively, “McKinney Improvements”). (As used herein, the term “Project” includes the Frisco Improvements and the McKinney Improvements.)

**ARTICLE III.
Project Responsibility; Cost Estimates**

Frisco shall be responsible for letting, designing, and constructing the Frisco Improvements in accordance with all state law requirements. McKinney shall be responsible for letting, designing, and constructing the McKinney Improvements in accordance with all state law requirements. The Cities will provide FISD with a copy of any executed contract(s) for the design and construction of the Project. The Parties agree that the estimated costs for the Frisco Improvements are one hundred eighty six thousand and 00/100s dollars (\$186,000.00) (“Frisco Improvements Estimated Costs”), and that the estimated costs for the McKinney Improvements are one hundred sixty thousand and 00/100s dollars (\$160,000.00) (“McKinney Improvements Estimated Costs”), as more particularly described in the Project Funding Schedule set forth in Exhibit “A”. Proposed changes to all or a portion of the Project that materially alter the Project Funding Schedule set forth in Exhibit “A” must be reviewed and approved by each of the Parties. The Parties acknowledge and agree that no party has represented or warranted to any other party that the actual costs and expenses of the Project will be more than, less than, or equal to the Frisco Improvements Estimated Costs and the McKinney Improvements Estimated Costs.

**ARTICLE IV.
Project Funding**

FISD shall pay to Frisco one-half (½) of all actual costs and expenses related to the design and construction of the Frisco Improvements. FISD shall pay to McKinney one-half (½) of all actual costs and expenses related to the design and construction of the McKinney Improvements. The Cities shall each submit invoices to FISD for payment of FISD’s share of the costs of the Frisco Improvements and the McKinney Improvements, respectively. Such invoices shall not be submitted to FISD more frequently than once every thirty (30) calendar days. FISD shall make payment to Frisco and/or McKinney within thirty (30) days after the date of each such invoice. The Cities shall attach to the invoices a copy of the pay applications, pay requests, and/or other appropriate documentation received from each City’s consultant(s) and/or contractor(s) or as otherwise prepared as evidence of the costs and expenses for which the Cities seek payment from FISD. The Parties agree that Frisco’s financial responsibility for the Project shall be limited to funding one-half (½) of all actual costs and expenses related to the design and construction of the Frisco Improvements. The Parties further agree that McKinney’s financial responsibility for the Project shall be limited to funding one-half (½) of all actual costs and expenses related to the design and construction of the McKinney Improvements.

**ARTICLE V.
Easements**

Each of the Cities will acquire, at no cost to the Cities, a separate Pedestrian, Bicycle, and Access Easement (“Easement”) from the Heights at Westridge Owners Association, a Texas

nonprofit corporation, to facilitate construction of the Project and access to the completed Project after construction is complete.

**ARTICLE VI.
Construction Access**

McKinney hereby grants to Frisco the right and license to access and enter into the corporate limits of McKinney for the purpose of constructing so much of the Frisco Improvements as are situated in the corporate limits of McKinney. McKinney further assigns to Frisco any and all rights, whether existing now or in the future arising, under any easement acquired or maintained by McKinney, including but not limited to, the Easement, for the purpose of constructing so much of the Frisco Improvements as are situated in the corporate limits of McKinney.

**ARTICLE VII.
Availability of Funds**

The Parties agree that the Party paying for the performance of governmental functions or services under this Agreement shall make those payments only from current revenues legally available to the paying party. The Parties further agree that funds for the Project are not presently budgeted for Parties' respective performance under this Agreement beyond the end of each Party's 2013-2014 fiscal year. If funds for a Party's performance under this Agreement are not budgeted to continue beyond the 2013-2014 fiscal year, then that Party will give the other Parties sixty (60) days' written notice thereof. The Parties shall have no liability for payment of any money for the Project after the end of their 2013-2014 fiscal years unless and until such funds are budgeted.

**ARTICLE VIII.
Indemnification**

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER(S) (AND ITS/THEIR 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 SUCH PARTY'S PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY SUCH PARTY'S 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 THE PERFORMANCE OF THIS AGREEMENT. IN ITS SOLE DISCRETION, EACH PARTY TO BE DEFENDED AND/OR INDEMNIFIED HEREUNDER ("PARTY TO BE DEFENDED") SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE PARTY(IES) PROVIDING A DEFENSE AND/OR INDEMNIFICATION

HEREUNDER (“DEFENDING PARTY”) IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE PARTY TO BE DEFENDED, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE PARTY TO BE DEFENDED IN WRITING. THE PARTY TO BE DEFENDED RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE PARTY TO BE DEFENDED IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE PARTY TO BE DEFENDED IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEFENDING PARTY’S OBLIGATION TO DEFEND THE PARTY TO BE DEFENDED OR AS A WAIVER OF THE DEFENDING PARTY’S OBLIGATION TO INDEMNIFY THE PARTY TO BE DEFENDED PURSUANT TO THIS AGREEMENT. THE DEFENDING PARTY SHALL RETAIN DEFENSE COUNSEL APPROVED BY THE PARTY TO BE DEFENDED WITHIN SEVEN (7) BUSINESS DAYS’ WRITTEN NOTICE BY THE PARTY TO BE DEFENDED THAT IT IS INVOKING ITS RIGHT TO DEFENSE AND INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEFENDING PARTY FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE PARTY TO BE DEFENDED SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEFENDING PARTY SHALL BE LIABLE FOR THE REASONABLE AND NECESSARY LEGAL COSTS INCURRED BY THE PARTY TO BE DEFENDED. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**ARTICLE IX.
Insurance**

- (1) Coverages Required. The Cities shall require each of the selected contractors to furnish, before commencing work on the Project, appropriate levels of insurance coverage as may be necessary to best protect the Parties from any claims or causes of action arising out of selected contractors’ construction of the Project. Such insurance coverages shall at a minimum include:
- (i) Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 - (ii) Workers’ Compensation insurance with statutory limits and Employers’ Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, and b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 - (iii) Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

- (2) Endorsements Required. With reference to the foregoing required insurance, each selected contractor shall endorse applicable insurance policies as follows:
- (i) A waiver of subrogation in favor of the Parties, and their respective officials, employees and officers, shall be contained in the Workers' Compensation insurance policy.
 - (ii) Each of the Parties, and their respective officials, employees and officers, shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader.
 - (iii) All insurance policies shall be endorsed to the effect that each Party will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination or material change of the policies.
- (3) Financial Rating Required. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- (4) Cooperation. Each Party agrees that it will not intentionally act or fail to act in any regard that interferes with, limits, restricts, prohibits or bars any claim or cause of action that might be asserted by any other Party under a performance bond, maintenance bond or insurance coverage provided by the selected contractors. Each Party further agrees to reasonably cooperate with the other Parties to provide information and documentation that may be necessary to the preparation and assertion of any claim or cause of action that might be asserted by the Parties under a performance bond, maintenance bond or insurance coverage provided by the selected contractors.

ARTICLE X. Disclaimer

The Parties acknowledge and agree that no Party is providing any guarantee, representation or warranty regarding the work performed by the contractor(s) selected by Frisco and/or McKinney in connection with the Project, including but not limited to, any guarantee, representation or warranty that the Project will be completed by a certain date.

ARTICLE XI. Default

In the event a Party fails to comply with any of the provisions of this Agreement within ten (10) business days after written notice thereof from another Party, each of the non-defaulting Parties shall have the following remedies in addition to their other rights and remedies, at law or in equity:

- (1) to immediately, without further notice to another Party, cease any and all work related to the Project; and/or
- (2) to seek specific enforcement of this Agreement.

ARTICLE XII.
Notice

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Frisco, to:

City of Frisco
Attn: George Purefoy, City Manager
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122
Email: gpurefoy@friscotexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Joplin, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to McKinney, to:

City of McKinney
Attn: Tom Muehlenbeck, Interim City Manager
222 N. Tennessee Street
McKinney, Texas 75069
Telephone: (972) 547-7520
Facsimile: (972) 547-2607
Email: tmuehlenbeck@mckinneytexas.org

With a copy to:

Brown & Hoffmeister, L.L.P.
Attn: Mark S. Houser
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Telephone: (214) 747-6100
Facsimile: (214) 747-6111

Email: mhouser@bhlaw.net

If to FISD, to:

Frisco Independent School District

Attn: _____, _____

Telephone: (____) ____ - _____

Facsimile: (____) ____ - _____

Email: _____

With a copy to:

Attn: _____, _____

Telephone: (____) ____ - _____

Facsimile: (____) ____ - _____

Email: _____

ARTICLE XIII. Relationship of the Parties

Each Party understands and agrees that each Party's performance of its respective obligations required by this Agreement is an action of an independent entity and that the execution of this Agreement shall not be construed so as to create a joint venture or agency relationship by or between the Parties. Each Party is an independent governmental entity acting pursuant to the laws of the State of Texas and local ordinances regulating its conduct, and by execution of this Agreement, the Parties make no representations regarding the validity of the actions taken by the other Parties.

ARTICLE XIV. Miscellaneous

- (1) Capacity. Each of the signatories below hereby represents that this Agreement has been approved by the City Council or School Board that he/she represents and that he/she has full capacity and authority to sign and assume all obligations granted and assumed under this Agreement.
- (2) Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this

Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- (3) Governing Law; 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.
- (4) Savings/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.
- (5) Entire Agreement. This Agreement embodies the entire Agreement between the Parties and may not be modified or terminated except pursuant to the provisions hereof or by the mutual written agreement of the Parties hereto.
- (6) Binding Agreement/Assignment. This Agreement shall be binding upon the Parties hereto, their successors, heirs, personal representatives and assigns. No Party will assign or transfer an interest in this Agreement without the written consent of the other Parties.
- (7) Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no party to this Agreement 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 obligations set forth herein.
- (8) No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- (9) Waiver. Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.
- (10) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorneys' fees from the non-prevailing Party, subject to the limitations set forth in §271.153, TEX. LOC. GOV'T CODE, as it exists or may be amended.
- (11) Cooperation. The Parties acknowledge and agree that mutual cooperation and assistance is essential to each Party's performance under this Agreement; therefore, it will be the

duty of each of the Parties to make all good faith efforts to cooperate in the execution of this Agreement and the performance of their respective obligations hereunder.

- (12) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.
- (13) Warranties/Representations/Covenants. All warranties, representations and covenants made by the Parties in this Agreement or in any certificate or other instrument delivered by a Party to another Party under this Agreement shall be considered to have been relied upon by the Parties and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by the Parties or on their behalves.
- (14) References to Frisco. When referring to “Frisco” herein, this Agreement shall refer to and be binding upon Frisco, its Council Members, officers and authorized agents, representatives, employees, contractors, subcontractors, designees, licensees, invitees and/or any other authorized third parties for whom Frisco is legally responsible.
- (15) References to McKinney. When referring to “McKinney” herein, this Agreement shall refer to and be binding upon McKinney, its Council Members, officers and authorized agents, representatives, employees, contractors, subcontractors, designees, licensees, invitees and/or any other authorized third parties for whom McKinney is legally responsible.
- (16) References to Fisd. When referring to “Fisd” herein, this Agreement shall refer to and be binding upon Fisd, its School Board Members, officers and authorized agents, representatives, employees, contractors, subcontractors, designees, licensees, invitees and/or any other authorized third parties for whom Fisd is legally responsible.
- (17) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on execution by all Parties hereto and to continue in effect until final acceptance of and payment of any costs and expenses associated with the Project.

APPROVED AS TO FORM:

FRISCO INDEPENDENT SCHOOL DISTRICT

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

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

ATTEST:

CITY OF FRISCO

By: _____
Name: Jenny Page
Title: City Secretary
Date: _____

By: _____
Name: George Purefoy
Title: City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Name: Ryan D. Pittman
Title: City Attorney
Date: _____

ATTEST:

CITY OF MCKINNEY

By: _____
Name: Sandy Hart, TRMC, MMC
Title: City Secretary
Name: Denise Vice
Title: Assistant City Secretary
Date: _____

By: _____
Name: Tom Muehlenbeck
Title: Interim City Manager
Date: _____

APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative for the **FRISCO INDEPENDENT SCHOOL DISTRICT**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2014.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2014.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Tom Muehlenbeck**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Interim City Manager and duly authorized representative for the **CITY OF MCKINNEY, TEXAS**, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2014.

Notary Public in and for the State of Texas
My Commission Expires: _____

DRAFT

EXHIBIT “A” Project Description

The Cities will provide Project design, execution, construction and management to include the following:

- Overall Design Development
- Design Consultant Services
- Preparation of Complete Plans, Specifications, and Estimates for:
 - concrete walkways
 - accessible ramps
 - minor landscaping and irrigation
 - pre-fab steel pedestrian bridge
 - the Frisco Fence (at Frisco’s sole discretion)
- Acquire Pedestrian, Bicycle, and Access Easements from adjacent Homeowners Association
- Let Construction in accordance with all state law requirements
- Execute and Administer Construction and Testing Contracts
- Oversee Project Construction
- Verify Project Completion

Project Funding Schedule

I. Frisco Improvements Estimated Costs:

- \$30,000.00 – Consultant Fee, Dunaway Associates
 - Survey
 - Design
 - ADA
 - Bidding
 - Record Drawings
- \$156,000.00 – Estimated Construction Costs
 - Approximately 1,850 linear feet of 6’ wide concrete walkways
 - Approximately 210 linear feet of a 1.5’ tall concrete retaining wall
 - The Frisco Fence (at Frisco’s sole discretion)
 - Earthwork, etc.
- Total: \$186,000.00 (Frisco Improvements Estimated Costs)

II. McKinney Improvements Estimated Costs:

- \$40,000.00 – Estimated Consultant Fee
 - Bridge, Structural Design
 - Materials Testing
 - RAS – TAS/TDLR
- \$120,000.00 – Estimated Construction Costs
 - Approximately 60 linear feet of an 8’ wide prefabricated steel pedestrian bridge
 - Piers/abutments
 - Additional safety railing/fencing at bridge entries

- Approximately 150 linear feet of an 8' wide concrete walkway
 - Earthwork, etc.
- Total: \$160,000.00 (McKinney Improvements Estimated Costs)

III. FISD Contribution to Project Costs:

- One-half (½) of the total actual costs of the Project (including the Frisco Improvements and the McKinney Improvements).

DRAFT

EXHIBIT "B"
Location of the Frisco Improvements and the McKinney Improvements

