

INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act") , and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act; and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of McKinney, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

Upon the written request of the political subdivision named herein acting by and through its City Manager or other duly authorized representative, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services to the extent specifically requested by the political subdivision only:

ROAD IMPROVEMENTS IN ACCORDANCE WITH
COURT ORDER NO. 97-576-08-25 (Copy Attached as Exhibit "A").

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay Collin County, Texas, in accordance with the advance cost estimate submitted to and approved by the political subdivision for work the political subdivision has requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.

2) PAYMENT FOR ROAD AND BRIDGE REPAIRS OR IMPROVEMENTS UNDER COURT ORDER NO. 97-576-08-25 WILL EQUAL:

- (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever amount is greater, if the road is on the Collin County Thoroughfare Plan; or
- (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

In no event will the amount to be paid by the political subdivision under this Agreement in any fiscal year exceed the amount budgeted by the political subdivision in the same fiscal year for the maintenance and repair of any of the mutual boundary roads that are reflected on the attached Exhibit "B." It is specifically understood and agreed that the amount budgeted by the political subdivision for the maintenance and repair of any of the mutual boundary roads in a specific fiscal year may not be used to pay for work performed on the mutual boundary roads in a prior or subsequent fiscal year. Any payments for Work performed under this Agreement that are not made within thirty days from the date such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act ([Tex. Gov't Code ch. 2251](#)).

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission or wrongful act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name:

Address:

E-mail: _____

Phone: _____

FAX: _____

If to City:

Paul Grimes, City Manager

P. O. Box 17

McKinney, TX 75070

[E-mail: pgrimes@mckinneytexas.org](mailto:pgrimes@mckinneytexas.org)

Phone: 972-547-7510

FAX: 972-547-7617

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. The cost estimate prepared under Paragraph II, above, and the payments associated therewith must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor or City Manager from the City of McKinney will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit

Neither party may file a claim or lawsuit in any forum before the parties are finished using the cooperation procedures set forth above.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those obligations specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

COLLIN COUNTY, TEXAS

Date: _____

By: _____
County Judge

CITY OF MCKINNEY, TEXAS

Date: _____

By: _____
PAUL G. GRIMES
City Manager

ATTEST:

SANDY HART, TRMC, MMC
City Secretary

Exhibit "A"

County Road Policies Adopted by Court Order No. 97-576-08-25

Exhibit “B”

Mutual Boundary Roads Map