CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
☐ Consent ☐ Regular ☐ Statutory	
Council Meeting Date:	1/25/10
Department:	Public Works & Engineering
Department Head	Alan L. Upchurch
Agenda Coordinator (include phone #):	**Irene Pegues (7198)** **Project No. 5838**

CAPTION

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing for the reconstruction of 14th Street from K Avenue to Ridgewood Drive; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☒ REVENUE ☒ CIP

FISCAL YEAR: **2009-10**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	1,550,000	0	**1,550,000**
BALANCE	0	1,550,000	0	**1,550,000**

FUND(S): STREET IMPROVEMENT CIP

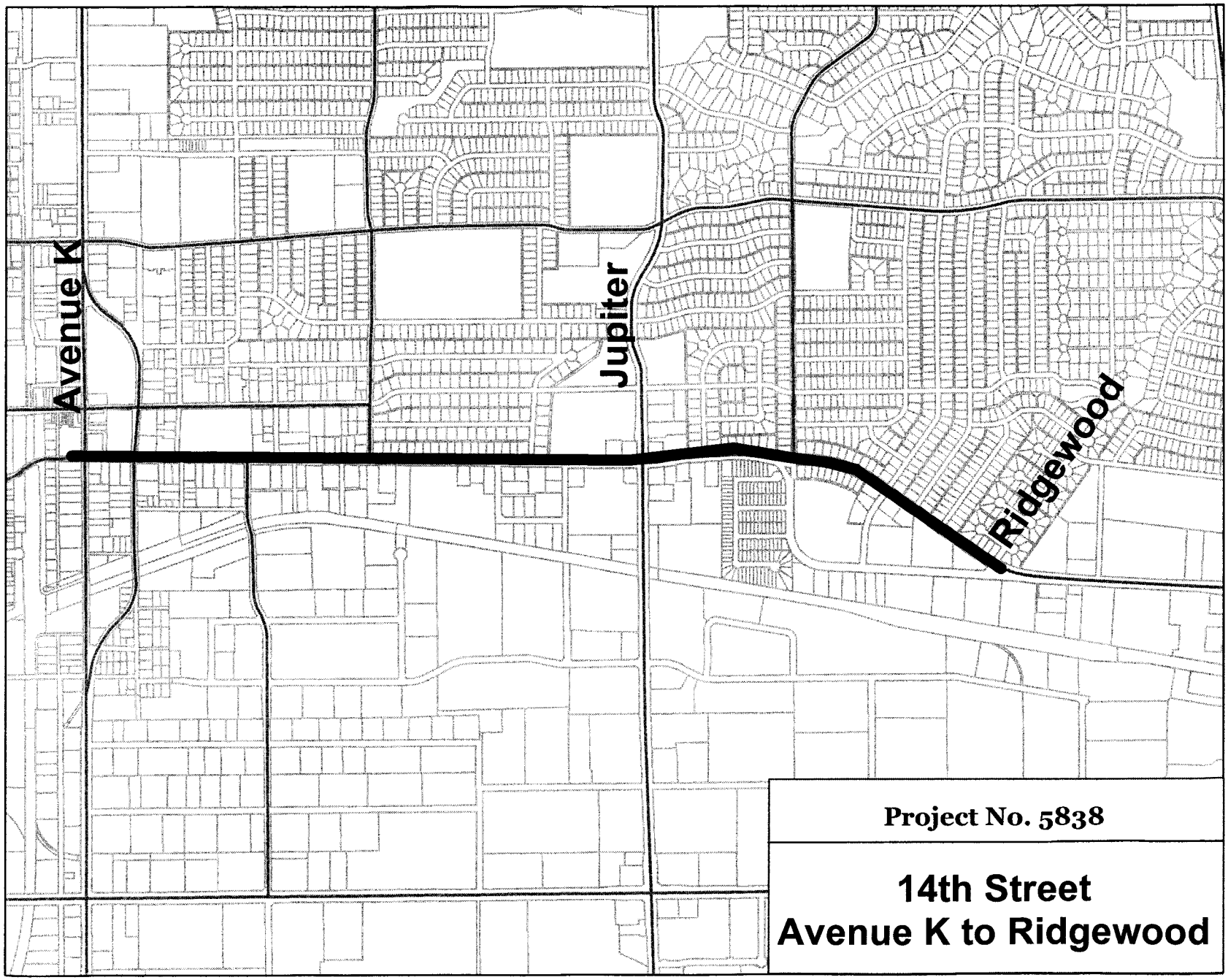
COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the 14th Street – K Avenue to Ridgewood Drive project. If this request is approved, Collin County will remit to the City $1,550,000 for reconstruction of 14th Street from K Avenue to Ridgewood Drive.

STRAGETIC PLAN GOAL: Interlocal agreements for street reconstruction relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This Agreement provides for Collin County to remit to the City the sum of $1,550,000 for the reconstruction of 14th Street from K Avenue to Ridgewood Drive. Half of the County funds will be provided after a Notice to Proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2003 Collin County Bond Program.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	N/A



Project No. 5838

14th Street
Avenue K to Ridgewood

A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County, Texas, providing for the reconstruction of 14th Street from K Avenue to Ridgewood Drive; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the reconstruction of 14th Street from K Avenue to Ridgewood Drive, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the 25th day of January, 2010.

_____
Phil Dyer, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF PLANO CONCERNING THE RECONSTRUCTION OF 14TH STREET FROM K AVENUE TO RIDGEWOOD DRIVE

2007 BOND PROJECT #07-061

WHEREAS, the County of Collin, Texas ("County"), and the City of Plano, Texas ("City"), desire to enter into an agreement concerning the reconstruction of 14th Street from K Avenue to Ridgewood Drive (the "Project"), in Plano, Collin County, Texas; and

WHEREAS, the City of Plano has obtained funding from the Texas Department of Transportation from Regional Tollroad Revenue funds in the amount of $3,500,000.00 for the Project; and

WHEREAS, the total project cost is estimated to be $5,050,000.00, for which $3,500,000.00 will come from the Texas Department of Transportation Regional Tollroad Revenue funds and $1,550,000.00 from Collin County funds; and

WHEREAS, the 2007 County Bond Program included $900,000.00 for the 14th Street project but the bonds have not been sold; and

WHEREAS, the US 75 Ramp Improvement Project, #03-45, is completed and has $2,942,616.10 remaining in unallocated funds of which Plano would request to reallocate $1,550,000.00 to the 14th Street Project, leaving $1,392,616.10 to be reallocated to a mutually agreed upon project; 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 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 shall arrange to reconstruct 14th Street from K Avenue to Ridgewood Drive. The improvements include reconstructing 14th Street as a four-lane undivided thoroughfare from K Avenue to west of Jupiter and a six-lane divide thoroughfare from

west of Jupiter Road to Ridgewood Drive. The project will include additional underground storm sewer improvements. All improvements shall 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 construct the improvements and administer the 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 construction contract(s) for the Project.

ARTICLE III.

The City will acquire no real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be $5,050,000.00. The City is receiving $3,500,000.00 in Regional Tollroad Revenue funds for the project. The County agrees to fund a portion of the total cost to construct the improvements in an amount not to exceed $1,550,000.00. The County shall remit 50 percent of this amount, $775,000.00, to the City within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder 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 Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall deduct the actual Regional Tollroad Revenue funding; and if the remainder is less than $1,550,000.00, the difference shall be refunded to the County. The Commissioners' Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed $1,550,000.00 unless this agreement is amended by mutual consent.

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 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: _____
Name: Keith Self
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2010, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

CITY OF PLANO, TEXAS

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____