

**INTERLOCAL AGREEMENT BY AND BETWEEN
COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
AND THE CITY OF MCKINNEY, TEXAS**
(Fifty-Four-Inch Diameter Water Line Installation)

This Interlocal Agreement ("Agreement") is entered into by and between the Collin County Community College District ("College") and the City of McKinney, Texas ("City") acting by and through their respective duly authorized representatives.

WHEREAS, it is in the best interest of the citizens of McKinney for local governments to cooperate, where possible, in the provision of governmental functions and services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such functions and services; and

WHEREAS, the City and College are authorized to enter into an Interlocal Cooperation Agreement under Chapter 791 of the Texas Government Code for the provision of governmental functions and services; and

WHEREAS, the governing bodies of City and College find that this project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, the governing bodies further find that the performance of this Agreement is in the common interest of both parties; and

WHEREAS, the City and College, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, the City and College have previously entered into that certain Interlocal Agreement for the Construction and Use of a Public Safety Training Facility dated June 17, 2015 (the "Original Agreement"), as amended and restated by that certain Amended and Restated Interlocal Agreement for the Construction and Use of a Public Safety Training Facility dated May 11, 2016 (the "Amended and Restated Agreement"), and as further amended by that certain First Amendment to the Amended and Restated Interlocal Agreement for the Construction and Use of a Public Safety Training Facility dated January 20, 2017 ("First Amendment"), all of which agreements are incorporated herein by reference and are collectively referred to herein as the "PSTF Agreements"; and

WHEREAS, the PSTF Agreements call for the College to design, construct and operate a Public Safety Training Facility ("Facility") on an approximately twenty-five (25) acre tract of land ("Land") owned by City that is more particularly described in the Amended and Restated Agreement; and

WHEREAS, the PSTF Agreements provide the College with a long-term lease of the Land, while fee simple ownership of the Land remains in the City; and

WHEREAS, the College is in the process of constructing the Facility and the City desires to also construct a fifty-four-inch (54") diameter water line ("Water Line") along and across a portion of the frontage of the Land along Redbud Boulevard; and

WHEREAS, the College and the City desire to further work together and coordinate their efforts to minimize and reduce any conflicts that may arise out of the two construction projects upon and across the Land.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

Section 1. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. The City and the College have agreed the City may, at its sole cost and expense, design, construct and install the Water Line upon and across the Land in the area identified in the Declaration of Water Line Easement and Declaration of Temporary Construction Easement that more particularly describes the location in which the Water Line will be constructed as well as the area that will be used by the City for the construction of the Water Line that the City has recorded with Collin County as Clerk Document Nos. 20170807001046620 and 20170807001046630, respectively. The City shall upon completion of the construction and installation of the Water Line promptly restore the surface of the Land subject to the Declaration of Water Line Easement and Declaration of Temporary Construction Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable.

Section 3. The City hereby agrees to reimburse College an amount equal to Twenty-Four Thousand Dollars (\$24,000.00) (the "Reimbursement Amount") for (a) the remobilization cost of the College's contractor, if any, arising out of or related to the City's construction and installation of the Water Line and (b) the costs associated with the construction and subsequent removal of a temporary flex base driveway that will provide temporary access to and from Redbud Boulevard across the Water Line Easement area so that the construction of the Water Line does not disturb or damage a newly installed concrete driveway. The City further agrees that the portion of the Water Line construction that is situated upon and across the Land will be finally completed on or before December 31, 2017. The City shall pay the Reimbursement Amount to the College within 30 days after City Council approves this Agreement.

Section 4. The College hereby releases City from and waives any and all claims that may be asserted against City that the City by and through its construction and installation of the Water Line has interfered with or will interfere with the College's use and quiet enjoyment of the Land, but not otherwise. Notwithstanding the foregoing,

nothing contained in this Section 4 is intended to waive or release City from any claims arising out of damage, harm or injury caused to the Facility or the Land, to the extent only that the damage to the Land negatively impacts the Facility, by and through the construction and installation of the Water Line.

Section 5. 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.

Section 6. 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.

Section 7. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

Section 8. 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.

Section 9. 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.

Section 10. This agreement shall be effective for a period of one year from the date of execution by both parties.

Section 11. Each person signing this Agreement hereby confirms that any requisite approvals from the governing body of such signatory have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

[Signature page follows.]

EXECUTED as of the dates set forth below.

COLLEGE:

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT**
3452 Spur 399
McKinney, Texas 75069

CITY:

CITY OF MCKINNEY, TEXAS
222 N. Tennessee Street
McKinney, Texas 75069

By: _____
H. NEIL MATKIN, Ed.D.
District President
Date: _____

By: _____
PAUL GRIMES
City Manager
Date: _____

ATTEST:

Name: _____
Title: _____
Date: _____

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary
Date: _____