

RESOLUTION NO. 2010-07-01

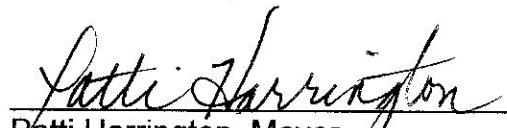
A RESOLUTION OF THE CITY OF WESTON, TEXAS, COLLIN COUNTY, TEXAS, APPROVING THE INTERLOCAL COOPERATION AGREEMENT WITH COLLIN COUNTY, OUTLINING CONTINUED PARTICIPATION OF THE CITY OF WESTON AND MAINTENANCE/IMPROVEMENT PROJECTS WITHIN THE CORPORATE LIMITS OF THE CITY OF WESTON.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS:


The Interlocal cooperation agreement is approved as presented.

ADOPTED by the City Council of the City of Weston, Texas on this the 13th day of July, 2010.

APPROVED BY:


Patti Harrington, Mayor

ATTEST;


Leeann Oland, City Secretary



THE STATE OF TEXAS

AGREEMENTS
INTERLOCAL/ROAD AND BRIDGE
IMPROVEMENT PROJECTS
ENGINEERING

COUNTY OF COLLIN

On **May 13, 2002**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered approval of an Interlocal Agreement with the City of Weston for participation on Road and Bridge Improvement Projects.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the Interlocal Agreement with the City of Weston for participation on Road and Bridge Improvement Projects and further authorize County Judge to execute same. Same is hereby approved as per the attached documentation.



Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2




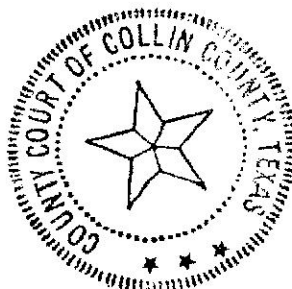
Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:


Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS



COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

This space for Court Clerk

ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

AGENDA NUMBER:

REGULAR _____

CONSENT _____

INSTRUCTIONS ON THE REVERSE

REQUESTING DEPARTMENT

Date: April 9, 2002 Court Date: April 22, 2002 Phone/Ext: 3701 Department: Public Works

Description of Agenda Item: Interlocal Agreements between Collin
County and Cities for Participation on Road & Bridge Improvement
Projects.

BUDGET RELATED INFORMATION

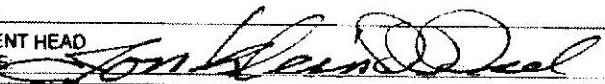
MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: Yes
 No

Amount Budgeted: _____
 (or needed)

Account Number: _____

DEPARTMENT HEAD
SIGNATURE



PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s): _____

CHECK TWO OF THE BELOW

ADVERTISE	BIDS
AWARD	PROPOSALS

BOND REQUIRED: _____
 ANNUAL ACTION: _____
 AD DATES: _____

INS. REQ'D: _____
 EFFECTIVE: _____
 OPEN DATE/TIME: _____

Item Description for Agenda: _____

Remarks: _____

PURCHASING AGENT
SIGNATURE

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION

BUDGETED	FUNDS AVAILABLE
UNBUDGETED	ACCOUNT NUMBER FOR AVAILABLE FUNDS
FUNDS NOT AVAILABLE	(Needed for Agenda Submission)

BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.011 LGC	
EMERGENCY, Sec 111.010 LGC	

FUNDS TRANSFER RECOMMENDATION

AMOUNT	DEPARTMENT NAME	ACCOUNT NUMBER
\$ _____ From	_____	_____
\$ _____ From	_____	_____
\$ _____ To	_____	_____
\$ _____ To	_____	_____

Remarks: _____

COUNTY AUDITOR
SIGNATURE

(Handwritten mark)

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

BUDGET OFFICER
SIGNATURE

INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (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, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas, a political subdivision of the State of Texas, and City of Weston, 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.

As requested by the political subdivision named herein, 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:

ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO.
97-576-08-25.

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for work they have 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 TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

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 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 from and after 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 subdivisions who are parties hereto and shall remain in effect for an initial term of one (1) year, but shall automatically renew for successive one year terms unless terminated by a party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

IV Cont.

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 nonappropriation 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 nonappropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

Date: 5-15-2002

COLLIN COUNTY, TEXAS

By: Ron Harris

Title: Ron Harris, County Judge

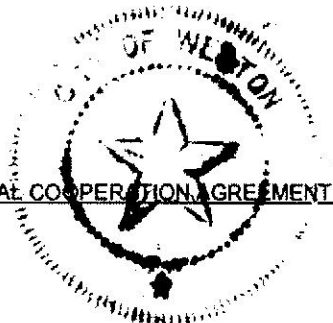
City of Weston

(Political Subdivision)

Date: 2-12-02

By: Latti Harrington

Title: Mayor



THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Cooperation Agreement, Road Improvements, City of Weston – Public Works

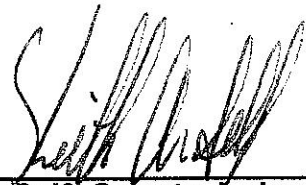
On November 15, 2010, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Cooperation Agreement with the City of Weston.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Cooperation Agreement with the City of Weston for Road Improvements and further authorize the County Judge to finalize and execute the agreement, which will supersede the agreement previously approved by Court Order No. 2002-365-05-13. Same is hereby approved as per the attached documentation.



Keith Self, County Judge



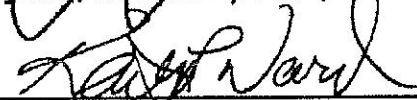
Matt Shaheen, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



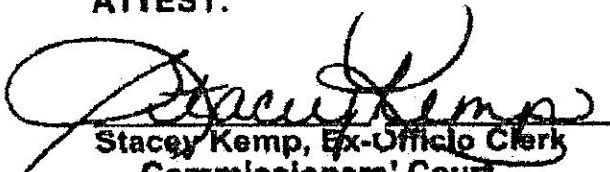
Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4



ATTEST:



Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

NOV 29 2010

RECEIVED

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (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 Weston, 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:

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ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO.
97-576-08-25 (COPY ATTACHED).

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them

for work they have 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 TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

III.

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 of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement, to the extent allowable by law.

IV.

This Agreement shall be effective from and after 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 for a period of four (4) years unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

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. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Date: 4/15/10

COLLIN COUNTY, TEXAS

By: [Signature]

Title: County Judge

Date: 7/13/10

CITY OF WESTON

By: [Signature]

Title: Mayor