

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN
REGARDING COST PARTICIPATION FOR THE RECONSTRUCTION OF
THE US75 & RIDGEVIEW DRIVE INTERCHANGE AND THE
CONSTRUCTION OF RIDGEVIEW DRIVE, BETWEEN CHELSEA
BOULEVARD AND US75**

Bond Project #07-007

This Interlocal Agreement (“Agreement”) is entered as of the Effective Date by and between the County of Collin, Texas (“County”), a political subdivision of the State of Texas, and the City of Allen, Texas (“City”), a Texas home rule municipality. County and City collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

WHEREAS, the County of Collin, Texas (“County”) and the City of Allen, Texas (“City”) desire to enter into an agreement concerning cost participation with Texas Department of Transportation (“TxDOT”) for the reconstruction of the US75 and Ridgeview Drive Interchange (“Project”) (TxDOT RCSJ-0047-06-169/ CCSJ-0047-06-161); 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 was allocated \$750,000.00 of the 2007 County GO Bond Proceeds for the Project (#07-007) and the City also has \$5,715.00 in surplus from another County Bond Project (#07-003 - SH121 Overpass at Exchange Parkway), totaling \$755,715.00 (“Bond Funds”) in funds eligible to be disbursed to the City; and

WHEREAS, TxDOT has sent the City an “Agreement to Contribute Right-of-Way Funds,” for the Project which estimates that the City’s obligation in cost is \$144,483.00 as a ten percent (10%) customary local match (“Local Match”); and

WHEREAS, the City is requesting reimbursement of the City’s Local Match payment from the Collin County funds; and

WHEREAS, simultaneous to the design and construction of the Project, City intends to design and construct Ridgeview Drive, between US75 and Chelsea Boulevard; and

WHEREAS, the City and County have determined that the design and construction of Ridgeview Drive, between US75 and Chelsea Boulevard is of regional significance, and merit partnership between the two Parties; and

WHEREAS, the City has requested the County reallocate all remaining funds (\$611,232.00) from Bond Projects #07-007 and #07-003, to fund 50% of construction of Ridgeview Drive, between US75 and Chelsea Boulevard;

NOW, THEREFORE, for the mutual consideration stated herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follows:

ARTICLE I. PROJECT

1.1 The City agrees to enter into the “Agreement to Contribute Right-of-Way” with TxDOT (hereinafter “TxDOT Agreement”) for the City’s 10% share of the Right of Way costs for the interchange at US 75 and Ridgeview Drive. City’s participation in the Right of Way costs is \$144,483.

1.2 After the TxDOT Agreement has been fully executed the City shall provide a written invoice to the County for the City’s share of Right-of-Way costs. The County shall release a portion of the Bond Funds within thirty (30) days after receipt of the City’s written request for the release of funds.

1.3 The City has estimated the cost to design and construct Ridgeview Drive, between Chelsea Boulevard and US75 is \$3.5 million. After City has awarded a contract for construction of Ridgeview Drive, between Chelsea Boulevard and US75, and demonstrated that the County’s participation will not exceed fifty percent (50%) of the actual construction cost thereof, the City shall invoice the County for the remaining amount of the bond funds. The County shall release the remaining amount of the Bond Funds to the City within thirty (30) days after receipt of the City’s written request for the release of such funds. The Parties acknowledge and agree that the total of the two County payments from the Bond Funds shall not exceed the Collin County Bond award of \$755,715.00.

ARTICLE II. MISCELLANEOUS

2.1 The City shall prepare for the County documentation showing funds have been submitted to TxDOT for the Right of Way participation within thirty (30) days after funds have been submitted to the TxDOT.

2.2 The Parties 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.

2.3 **INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, WITHOUT WAIVING GOVERNMENTAL IMMUNITY OR AFFIRMATIVE DEFENSES, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY (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 THE NEGLIGENT ACTS OR OMISSIONS OF THE PARTY ANY THIRD PARTY FOR WHOM IT IS LEGALLY RESPONSIBLE IN CONNECTION WITH THIS AGREEMENT.

2.4 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 the state district court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

2.5 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.

2.6 Entire Agreement. This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties. This Agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

2.7 Successor 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.

2.8 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.

2.9 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.

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

(signature page to follow)

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
County Judge
Date: _____
Executed on this _____ day of _____,
2020, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

By: _____
Shelley George
City Secretary
Date: _____

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger
City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Peter G. Smith
City Attorney
Date: _____