

**STATE OF TEXAS           §           FIRST AMENDMENT TO INTERLOCAL COOPERATION**  
**§           AGREEMENT FOR INTERSECTION IMPROVEMENTS TO**  
**COUNTY OF COLLIN     §           GREENVILLE AVENUE AND STACY ROAD**

This First Amendment to Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the City of Allen, Texas (the “City”) and the Town of Fairview, Texas (“Fairview”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the Parties entered into that certain *Interlocal Cooperation Agreement for Intersection Improvements to Greenville Avenue and Stacy Road* on December 16, 2016 (the “Original Agreement”); and

**WHEREAS**, the Parties desire to clarify the payments for the Roadway Project Construction;

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. That Section 4.2 of the Original Agreement is hereby amended to read as follows:

“4.2 Roadway Project Construction. The Parties agree to share in the costs of construction of the Roadway Project as follows: (i) City shall be responsible for payment of sixty-seven percent (67%) of the total cost of the Change Order; and (ii) Fairview shall be responsible for the payment of thirty-three percent (33%) of the total cost of the Change Order, or \$95,000, whichever is lower. City shall pay TxDOT for the costs of construction for the Roadway Project on behalf of both Parties. Fairview shall pay to City Fairview’s costs for the construction of the Roadway Project within s fifteen (15) business days after receipt of an invoice from the City, from time to time for such costs as the construction progresses or as otherwise may be required by TxDOT and its contractors.”

2. That this First Amendment to the Original Agreement shall take effect on the last date of execution hereof.

3. That the Original Agreement shall remain in full force and effect except as amended herein.

4. That this First Amendment to the Original Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5. That each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this First Amendment to the Original Agreement.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ALLEN, TEXAS**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Shelley B. George, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF FAIRVIEW, TEXAS**

By: \_\_\_\_\_  
Julie Couch, Town Manager

**ATTEST:**

By: \_\_\_\_\_  
Liz Cappon, Town Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Clark H. McCoy Jr., City Attorney