

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN  
CONCERNING THE CONSTRUCTION OF  
STACY ROAD PAVING AND DRAINAGE IMPROVEMENTS**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Allen, Texas (“City”) desire to enter into an agreement concerning the design of Stacy Road from **US 75 to Greenville Avenue** in Collin County, Texas (location map attached – see Exhibit A); and,

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local governments 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 the 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 City upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange to construct improvements to Stacy Road, hereinafter called the “Project.” The Project shall consist of the design and construction of a 6-lane divided roadway, underground storm sewers and street lighting from **US 75 to Greenville Avenue**. All improvements shall meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City and the County.

**ARTICLE II.**

The scope of the Project is as indicated below:

**Construction – from US 75 to Greenville Avenue**

The City shall acquire all necessary right-of-way for the Project. The City shall advertise for and accept bids for the construction of the Project, award a contract to construct the improvements, and administer the construction contract and perform inspection services. In general these improvements shall consist of the construction of 6-lanes of concrete pavement, necessary drainage utilities, and street lighting.

### **ARTICLE III.**

The County estimates that the total actual cost of the Project, including construction, testing, and administration/inspection to be approximately \$4,480,000. The County agrees to fund 50% of the total (up to a maximum of \$2,240,000) for the construction portion of the Project. The City agrees to fund the remainder of the construction.

### **ARTICLE IV.**

The City shall publicly bid the Project, through City of Allen procurement policy, consistent with statutory requirements.

### **ARTICLE V.**

The County agrees to fund 50% of the estimated construction cost of the Project, for a total disbursement of \$2,240,000. The County shall remit \$1,120,000 within thirty (30) days after the City issues a Notice to Proceed to the selected construction contractor. When billings from the construction contractor have reached 50%, the County will remit to the City the remaining \$1,120,000 associated with the County half of the estimated construction cost, said payment to be made within thirty (30) days after receipt of a notice from the City that the construction is fifty percent (50%) complete.

### **ARTICLE VI.**

Allen and the County agree that the parties paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

### **ARTICLE VII.**

The City and County agree that right-of-way costs will be shared evenly by both parties (i.e. 50-50 split), with the City of Allen bearing the initial expense and being reimbursed by the County at the time of construction (as indicated in Article V, above). The estimated construction cost for both phases includes an allowance for anticipated right-of-way acquisition (i.e. land cost, costs or fees arising out of condemnation, appraisal and other relevant professional services).

### **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 attorney's 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. This agreement and the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to 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 the state courts of competent jurisdiction of 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 a writing executed by all parties. This agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

**ARTICLE XII.**

**Successors and Assigns.** This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No 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, no 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, expressed or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

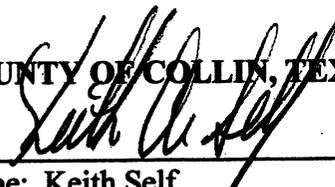
**ARTICLE XIV.**

**Term.** This agreement shall be effective upon execution by all 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: 5/27/09

Executed on this 27th day of May, 2009,  
by the County of Collin, pursuant to  
Commissioners' Court Order No. 2009-363-05-27

CEIVED  
TNTSA 01/10/07  
CITY OF ALLEN, TEXAS  
JS:ALMA 01/10/07

**ATTEST:**

By: Shelley George  
Name: Shelley George  
Title: City Secretary  
Date: 1-10-2007

By: Peter H. Vargas  
Name: Peter H. Vargas  
Title: City Manager  
Date: 1-10-07

Executed on behalf of the City of Allen  
pursuant to the City Council Resolution  
No. 2583-1-07(L)

**APPROVED AS TO FORM:**

By: Peter G. Smith  
Name: Peter G. Smith  
Title: City Attorney  
Date: 1-10-2007

EXHIBIT A

Location Map – Stacy Road Phase 1

