

**RESTATED INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN
CONCERNING THE ENGINEERING AND CONSTRUCTION OF THE 2007 BOND
PROJECT 07-008 RIDGEVIEW DRIVE PAVING AND DRAINAGE IMPROVEMENTS
FROM ALMA DRIVE TO US 75**

WHEREAS, the County of Collin, Texas (“County”) and the City of Allen, Texas (“City”) desire to enter into a restated agreement concerning the design of Ridgeview Drive, from Alma to US 75, 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; and

WHEREAS, the Collin County Commissioners Court approved an Interlocal Agreement for Ridgeview Road from Stacy Road to US 75; 2007 Bond Project #07-008 that covered Engineering only in the amount of \$1,030,000 on August 26, 2008, court order #2008-613-08-26; and.

WHEREAS, the restated agreement shall extend the limits of Bond Project 07-008 to include Alma Drive to Stacy Road and adds Right of Way and Construction reimbursable phases; and

WHEREAS, the restated Interlocal Agreement will supersede and repeal court order #2008-613-08-26.

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 design improvements to Ridgeview Drive; hereinafter called the “Project.” The Project shall consist of the design of a 6-lane divided roadway (with an option to initially build four lanes), underground storm sewers and street lighting, from Alma Drive to US 75, and the 6-lane Cottonwood Creek and Watters Creek Bridges. 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 County estimates the total actual cost of the Project, including design, right-of-way acquisition, geotech and land appraisals, to exceed \$10 million. The County agrees to fund 50% of the total (up to a maximum of \$3,780,000) for the engineering, land acquisition and some phased construction portions of the Project. The City agrees to fund the remainder. Upon completion of the engineering the County will evaluate whether there are funds available to participate in funding of the remainder of the construction cost.

ARTICLE III

The City shall select a properly licensed engineering firm and execute an engineering services agreement. The City will provide administration of the engineering services agreement and all necessary review of the plans and specifications associated with this Project. The City will provide the County with copies of the plans and specifications at 50%, 65% and 100% plan completion. The City will conduct a meeting with all affected utility companies and coordinate relocation efforts.

ARTICLE IV.

The County shall remit \$3,000,000 upon completion of the schematic design to be used for final engineering, right-of-way acquisition, and construction in phases. The remaining \$780,000 will be paid upon the start of the first segment of construction.

ARTICLE V.

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 VI.

The City and County agree that right-of-way acquisition shall begin after the City completes the right-of-way schematic. The total estimated cost of right-of-way acquisition is \$5,500,000 which includes but not be limited to land costs, deed preparation, surveys, title policies and legal fees for closing or eminent domain.

ARTICLE VII.

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 VIII.

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 IX.

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 X.

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 XI.

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, express 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.

ARTICLE XV.

Supersede. This Agreement supersedes previous Court Order #2008-613-08-26.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: Keith Self
Name: Keith Self
Title: County Judge
Date: 10/20/11

Executed on this 27th day of Sept, 2011,
by the County of Collin, pursuant to
Commissioners' Court Order No. 2011-737-09-27

ATTEST:

By: Julie W Brock
for Name: Shelley B. George
Title: City Secretary
Date: _____

CITY OF ALLEN, TEXAS

By: Shelli Siemer
Name: Peter H. Vargas / Shelli Siemer
Title: City Manager / Acting City Manager
Date: 10-13-11

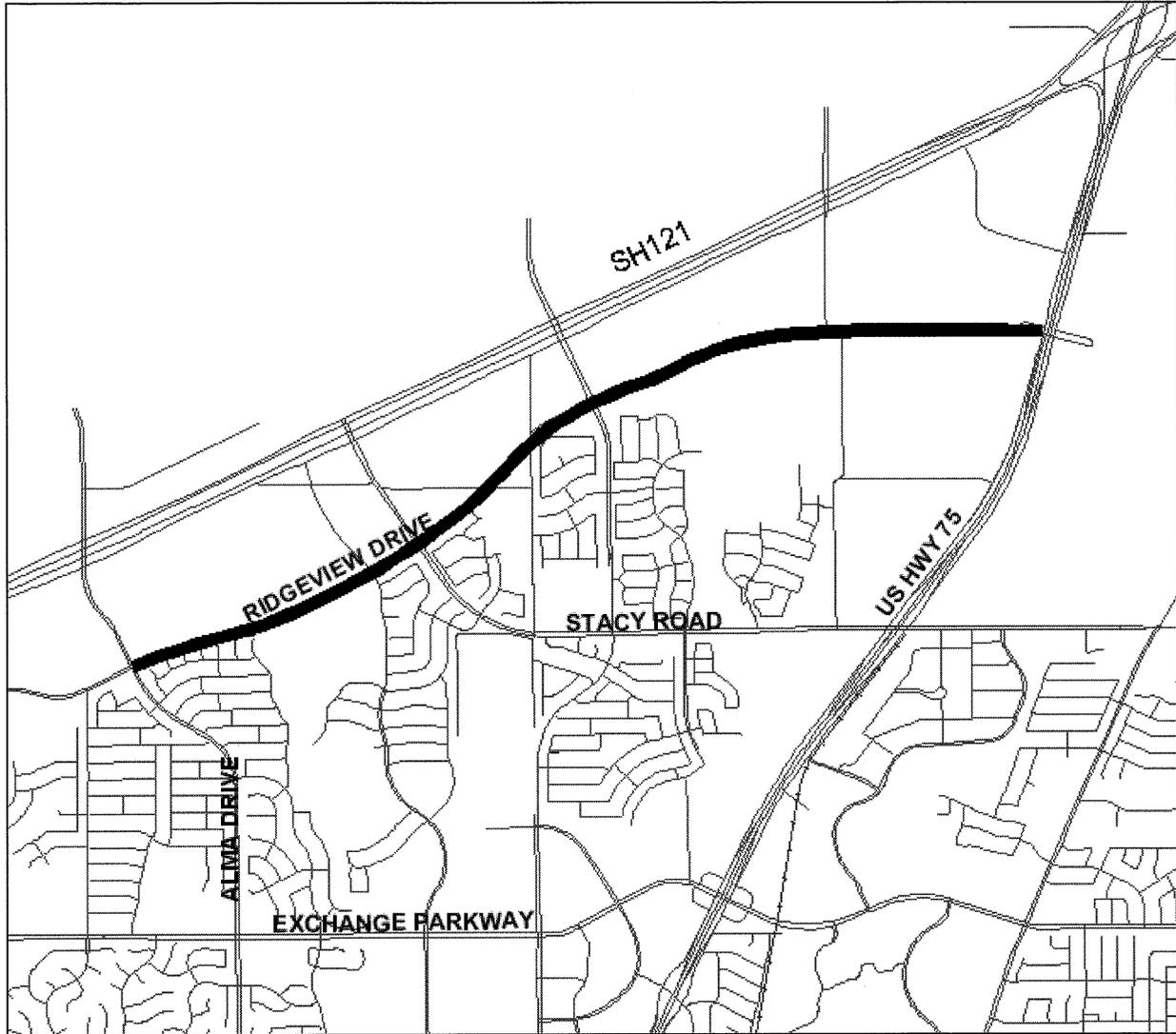
Executed on behalf of the City of Allen
pursuant to the City Council Resolution No. 3021-8-11(R)

APPROVED AS TO FORM:

By: Peter G Smith
Name: Peter G. Smith
Title: City Attorney
Date: 10-07-11

EXHIBIT A

Location Map – Ridgeview Drive



RESOLUTION NO. 3021-8-11(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH COLLIN COUNTY, TEXAS, RELATING TO ENGINEERING AND CONSTRUCTION OF THE 2007 BOND PROJECT 07-008 RIDGEVIEW DRIVE PAVING AND DRAINAGE IMPROVEMENTS FROM ALMA DRIVE TO US 75; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, has been presented a proposed Amended and Restated Interlocal Agreement by and between the City of Allen, Texas, and Collin County, Texas, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement") regarding the design of Ridgeview Drive, from Alma to US 75; and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Allen and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Agreement is hereby approved, and the City Manager, or designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Allen, substantially according to the terms and conditions set forth in Exhibit "A," hereto.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 9TH DAY OF AUGUST, 2011.

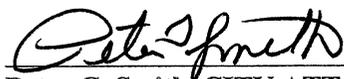
APPROVED:



Stephen Terrell, MAYOR

APPROVED AS TO FORM:

ATTEST:



Peter G. Smith, CITY ATTORNEY



Shelley B. George, TRMC, CITY SECRETARY