

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN
CONCERNING THE ENGINEERING OF THE 2007 BOND PROJECT 07-008
RIDGEVIEW DRIVE FROM STACY ROAD TO US 75**

WHEREAS, the County of Collin, Texas (“County”) and the City of Allen, Texas (“City”) desire to enter into an agreement concerning the design of **Ridgeview Drive, from Stacy Road 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.

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 FROM Stacy Road to US 75, 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 Stacy Road to US 75, and the 6-lane Cottonwood Creek Bridge. 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.

Phase I: Engineering

The City shall prepare engineering design plans and specifications surveying, geotechnical investigation, right-of-way schematics and field notes, and coordination with affected utility companies for the Project improvements. The City shall administer the engineering services agreement as set forth in Article IV below.

ARTICLE III.

The County estimates the total actual cost of Phase I of the Project, including design, right-of-way documents, geotech and land appraisals, to be approximately \$2,060,000. The County agrees to fund 50% of the total (up to a maximum of \$1,030,000) for the engineering portion 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 construction cost and right-of-way acquisition

ARTICLE IV.

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 V.

The County shall remit \$515,000 of the cost of the executed engineering services agreement within thirty (30) days after the City issues a Notice to Proceed to the selected engineering firm. When the preliminary Project design is completed, the County will remit to the City all remaining \$515,000 associated with engineering services, said payment to be made within thirty (30) days after receipt of the notice from the City that the preliminary Project design 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 acquisition shall begin after the City completes the engineering plans and right-of-way schematic. The City shall estimate and provide the County the total cost of right-of-way acquisition which shall include but not be limited to land costs, deed preparation, surveys, title policies and legal fees for closing or eminent domain.

The City and County agree to execute an interlocal agreement to fund the right-of-way acquisition based on the agreed cost for right-of-way acquisition. Such agreement shall be initiated by the City after completion of engineering and right-of-way plans.

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 XIV.

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 XV.

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: Keith Self
Name: Keith Self
Title: County Judge
Date: 8/26/08

Executed on this 26th day of August, 2008,
by the County of Collin, pursuant to
Commissioners' Court Order No. 2008-613-08-26

ATTEST:

By: Shelley George
Name: Shelley George
Title: City Secretary
Date: June 4, 2008

CITY OF ALLEN, TEXAS

By: Peter H. Vargas
Name: Peter H. Vargas
Title: City Manager
Date: June 7, 2008

Executed on behalf of the City of Allen
pursuant to the City Council Resolution No. 2723-4-08 (R)

APPROVED AS TO FORM:

By: Peter G. Smith
Name: Peter G. Smith
Title: City Attorney
Date: JUNE 4, 2008

EXHIBIT A

Location Map – Ridgeview Drive

