

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PRINCETON  
CONCERNING BEAUCHAMP BLVD. FROM US 380 TO MONTE CARLO BLVD.  
IMPROVEMENTS – PHASE 1: ENGINEERING  
2007 BOND PROJECT # 07-00-33**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Princeton, Texas (“City”) desire to enter into an agreement concerning the first phase (Engineering) of improvements to Beauchamp Blvd. from US 380 to Monte Carlo Blvd. (the “Project”) in Princeton, Collin County, Texas; 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 2007 Bond Program allocated \$7,771,000 to Monte Carlo Blvd from US 380 to FM 75, project #07-077; and

**WHEREAS**, the city wishes to reallocate funds from Project #07-077, Monte Carlo Blvd; and

**WHEREAS**, the City and County have determined that the improvements may be engineered and constructed most economically by implementing this agreement.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange to design improvements to Beauchamp Blvd. from US 380 to Monte Carlo Blvd. hereinafter called the “Project”. The Project shall consist of designing, approximately 5500 linear feet, of a four lane thoroughfare. The improvements shall include survey, geotechnical services, environmental reviews, preliminary and final design to include the design of underground storm sewers and preparation of Right of Way documents as part of the engineering services contract. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City. The project will be completed in phases as the City acquires the funding. The First Phase shall consist of the engineering of the Project.

**ARTICLE II.**

The City shall prepare plans and specifications for the improvements for Beauchamp Rd. from US 380 to Monte Carlo Blvd. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed engineering contract(s) for the Project.

**ARTICLE III.**

The City estimates the total actual cost of the first phase of the Project (engineering), to be \$565,000. The County agrees to fund one half of the total cost to design the improvements in an amount not to exceed \$282,500. The funding will be reallocated from savings from the City of Princeton’s 2007 Bond Project #07-077, Monte Carlo from US 380 to FM 75 project. The County shall remit this funding (\$282,500) to the City within thirty (30) days after the City issues a Notice to proceed to the qualified engineer, and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. Following completion of the first phase of the Project, the City shall provide a final accounting of expenditures for the first phase of the Project. If the actual cost of the first phase of the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the

difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project

**ARTICLE IV.**

The County's participation in the Project shall not exceed \$282,500

**ARTICLE V.**

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

**ARTICLE VI.**

The City and County 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.

**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 ATTORNEYS' 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.

**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 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 both parties.

**ARTICLE XI.**

SUCCESSORS 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.

**ARTICLE XII.**

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.

**ARTICLE XIII.**

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.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF COLLIN, TEXAS**

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Judge  
Date: 6/9/15

Executed on this 9th day of June  
2015, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. 2015-307-06-08.

**ATTEST:**

By: [Signature]  
Name: Lesia Thornhill  
Title: City Secretary  
Date: February 9, 2015

**CITY OF PRINCETON, TEXAS**

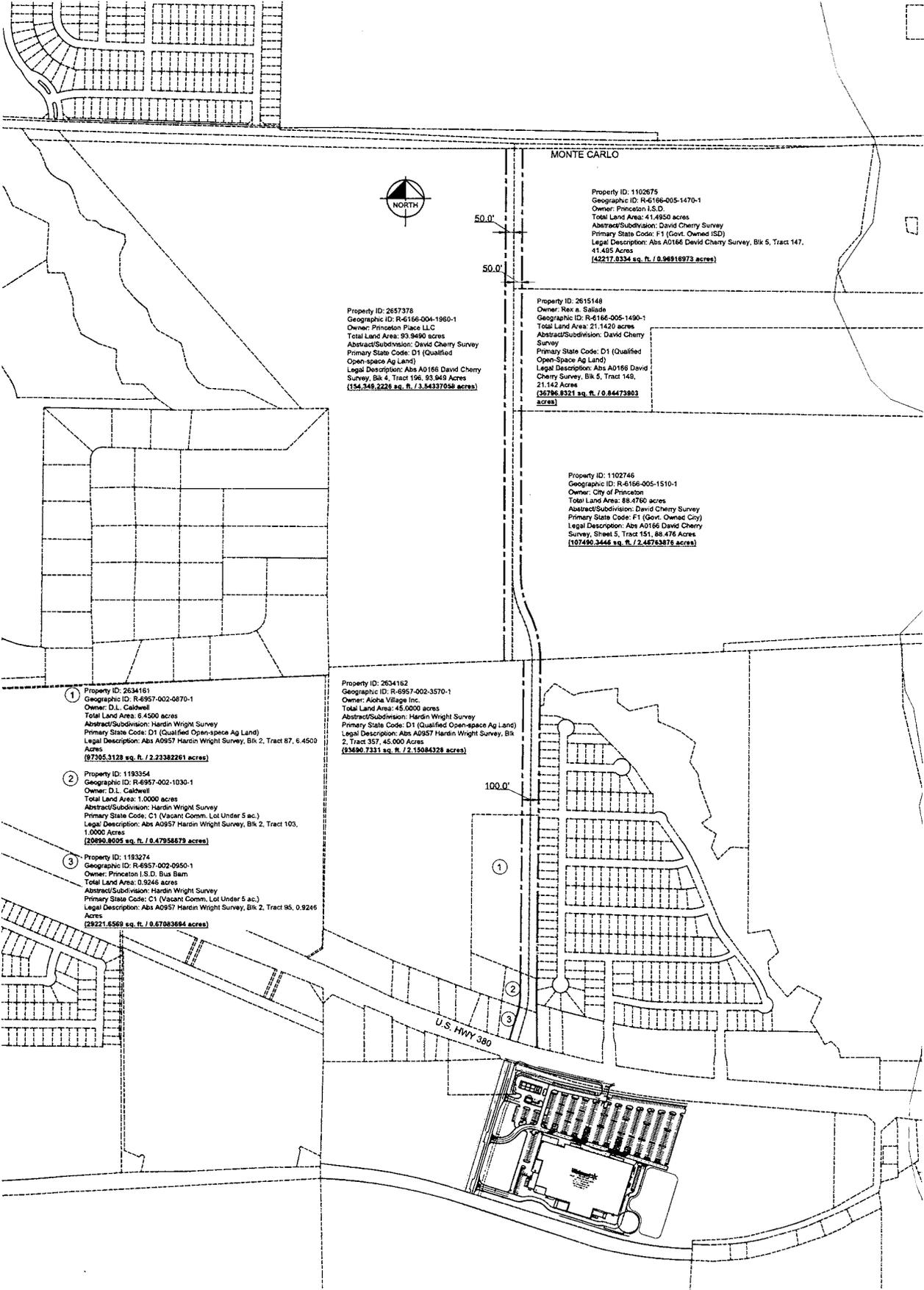
By: [Signature]  
Name: Derek Borg  
Title: City Manager  
Date: February 9, 2015

Executed on behalf of the City of Princeton  
pursuant to City Council  
Resolution No. 2015-02-09-R-06

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_





MONTE CARLO

50.0'  
50.0'

Property ID: 1102675  
Geographic ID: R-6166-005-1470-1  
Owner: Princeton I.S.D.  
Total Land Area: 41,495.0 acres  
Abstract/Subdivision: David Cherry Survey  
Primary State Code: F1 (Govt. Owned ISD)  
Legal Description: Abs A0166 David Cherry Survey, Blk 5, Tract 147,  
41,495 Acres  
(42217.9334 sq. ft. / 0.96816973 acres)

Property ID: 2657376  
Geographic ID: R-6166-004-1960-1  
Owner: Princeton Place LLC  
Total Land Area: 93,949.0 acres  
Abstract/Subdivision: David Cherry Survey  
Primary State Code: D1 (Qualified  
Open-space Ag Land)  
Legal Description: Abs A0166 David Cherry  
Survey, Blk 4, Tract 196, 93,949 Acres  
(156,348,2228 sq. ft. / 3.84337956 acres)

Property ID: 2615148  
Owner: Rex a. Salasde  
Geographic ID: R-6166-005-1490-1  
Total Land Area: 21,142.0 acres  
Abstract/Subdivision: David Cherry  
Survey  
Primary State Code: D1 (Qualified  
Open-Space Ag Land)  
Legal Description: Abs A0166 David  
Cherry Survey, Blk 5, Tract 148,  
21,142 Acres  
(36796.8321 sq. ft. / 0.84473903  
acres)

Property ID: 1102746  
Geographic ID: R-6166-005-1510-1  
Owner: City of Princeton  
Total Land Area: 88,476.0 acres  
Abstract/Subdivision: David Cherry Survey  
Primary State Code: F1 (Govt. Owned City)  
Legal Description: Abs A0166 David Cherry  
Survey, Sheet 5, Tract 151, 88,476 Acres  
(107490.3446 sq. ft. / 2.46743876 acres)

① Property ID: 2634181  
Geographic ID: R-6957-002-0870-1  
Owner: D.L. Caldwell  
Total Land Area: 6,450.0 acres  
Abstract/Subdivision: Hardin Wright Survey  
Primary State Code: D1 (Qualified Open-space Ag Land)  
Legal Description: Abs A0957 Hardin Wright Survey, Blk 2, Tract 87, 6,450  
Acres  
(87305.3128 sq. ft. / 2.23382261 acres)

Property ID: 2634182  
Geographic ID: R-6957-002-3570-1  
Owner: Alpha Village Inc.  
Total Land Area: 45,000.0 acres  
Abstract/Subdivision: Hardin Wright Survey  
Primary State Code: D1 (Qualified Open-space Ag Land)  
Legal Description: Abs A0957 Hardin Wright Survey, Blk  
2, Tract 357, 45,000 Acres  
(83690.7331 sq. ft. / 2.15084329 acres)

② Property ID: 1193354  
Geographic ID: R-6957-002-1030-1  
Owner: D.L. Caldwell  
Total Land Area: 1,000.0 acres  
Abstract/Subdivision: Hardin Wright Survey  
Primary State Code: C1 (Vacant Comm. Lot Under 5 ac.)  
Legal Description: Abs A0957 Hardin Wright Survey, Blk 2, Tract 103,  
1,000.0 Acres  
(20890.8025 sq. ft. / 0.47956679 acres)

③ Property ID: 1183274  
Geographic ID: R-6957-002-0950-1  
Owner: Princeton I.S.D. Bus Barn  
Total Land Area: 0.9246 acres  
Abstract/Subdivision: Hardin Wright Survey  
Primary State Code: C1 (Vacant Comm. Lot Under 5 ac.)  
Legal Description: Abs A0957 Hardin Wright Survey, Blk 2, Tract 95, 0.9246  
Acres  
(29321.6569 sq. ft. / 0.67083684 acres)

100.0'

U.S. HWY 380