

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PRINCETON  
CONCERNING BEAUCHAMP BLVD. FROM US 380 TO MONTE CARLO BLVD.  
IMPROVEMENTS – PHASE 2: CONSTRUCTION  
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 second phase (Construction) 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 has completed the design and engineering to construct improvements to Beauchamp Blvd. from US 380 to Monte Carlo Blvd. hereinafter called the “Project”. The Project shall consist of the construction of approximately 5400 linear feet, of a four lane thoroughfare. The improvements shall include survey, geotechnical services, environmental reviews, and the construction as follows.

All improvements are 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 First Phase consisted of the engineering of the Project. The Second Phase consists of the construction of North Beauchamp Boulevard as a major arterial consisting of 5,400 linear feet of a 4-lane divided street. The street includes two 32’ wide bridges that span approximately 400 linear feet, 6,000 linear feet of water line, 100 linear feet of sanitary sewer, and 5,900 linear feet of storm sewer infrastructure. The North Beauchamp Boulevard parkway consists of 10,000 linear feet of sidewalk and 2,500 linear feet of screen and retaining walls. The street is signalized at both ends and is illuminated throughout.

ARTICLE II.

The City shall prepare construction documents 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 construction contract(s) for the Project.

ARTICLE III.

The City estimates the total actual cost of the second phase of the Project (Construction), to be \$7,821,116. The County agrees to fund \$3,000,000 of the total cost to construct the improvements.

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 50% of the funding (\$1,500,000) to the City within thirty (30) days after the City issues a Notice to proceed to the qualified Contractor, and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. The County shall remit the remaining 50% of the funding (\$1,500,000) to the City within thirty (30) days after the City notifies the County that the construction project is 50% complete, and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. Following completion of the second phase of the Project, the City shall provide to the County a final accounting of expenditures for the Project, in a form satisfactory to the County, which demonstrates that County participation in project costs has not exceeded 50%. The Commissioners Court may revise this payment schedule based on the progress of the Project.

ARTICLE IV.

The County's participation in this Project shall not exceed \$3,000,000

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.

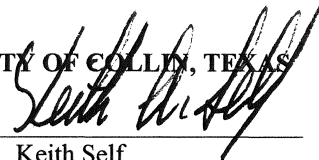
ARTICLE XIII.

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**

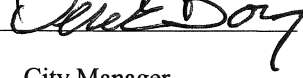
By:   
Name: Keith Self  
Title: County Judge  
Date: 11/15/16

Executed on this 15th day of November  
2016, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. 2016-872-11.14

**ATTEST:**

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

**CITY OF PRINCETON, TEXAS**

By:   
Name: \_\_\_\_\_  
Title: City Manager  
Date: 10-12-16

Executed on behalf of the City of Princeton  
pursuant to City Council  
Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM:**

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