

**INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE TOWN OF FAIRVIEW
CONCERNING THE ENGINEERING DESIGN AND RIGHT-OF-WAY ACQUISITION OF
FAIRVIEW PARKWAY, 2007 BOND PROJECT #07-019**

WHEREAS, the County of Collin, Texas (the "County") and the Town of Fairview, Texas ("Fairview") desire to enter into this agreement concerning the design of improvements and right of way acquisition to Fairview Parkway from Stacy Road to Indian Springs, and from Fairview Village Road to Medical Center Drive; (the "Project") in the Town of Fairview, Collin County, Texas; and

WHEREAS, the Collin County Commissioners Court approved the 2007 Discretionary prioritization list, to include the Fairview Parkway project, on October 20, 2014, Court Order #2014-810-10-20; 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 County and Fairview have determined that the improvements related to the Project may be designed most economically by implementing this Interlocal Agreement (ILA); and

WHEREAS, this ILA shall provide the terms and conditions for the required local match, which will be made available by the County to Fairview upon execution of this ILA; and

WHEREAS, the parties hereto have investigated and determined that is in the best interest of each of their respective jurisdictions to enter into this ILA.

NOW, THEREFORE, this ILA is made and entered into by and between the County and Fairview upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I.

The Project shall consist of the design and right-of-way acquisition for Fairview Parkway, a new 4-6 lane divided roadway from Stacy Road to Indian Springs, and a 4 lane divided roadway from Fairview Village Road to Medical Center Drive. The Project will be administered entirely by Fairview.

ARTICLE II.

Collin County has agreed that the following funds are available for Fairview Pkwy design and right-of-way acquisition, with Fairview providing matching funds:

- \$1,600,000 from the 2007 Bond Project #07-019, Fairview Parkway (Ridgeview to SH5)
- \$855,000 in Approved Discretionary funds; CO# 2014-810-10-20
- \$605,000 in unused funds from the 2007 Bond Project #07-016 Stacy Rd (FM1378 to Ashcroft)

ARTICLE III.

Fairview estimates the total cost of engineering design to be \$2,295,000 and the right-of-way acquisition costs to be \$3,825,000. The County's participation in the Project shall not exceed \$3,060,000. The County agrees to pay Fairview the sum of \$1,147,500 within thirty (30) days after the City issues a Notice to Proceed to the design engineer and the City submits a written request for payment or upon the availability of bond funds for this Project, whichever occurs later. The County's remaining participation costs will go towards right-of-way acquisition. The County agrees to pay Fairview the sum of \$1,912,500 once the City has completed the Final engineering and the city submits a funding request or upon the availability of bond funds for this Project, whichever occurs later. The City shall install a project sign identifying the project as being partially funded by the Collin County 2007 Bond Program.

The City shall also provide before, during and after photos and quarterly progress reports in electronic format or via US mail. Following completion of the project, the City shall provide an itemized final accounting of expenditures for the project in a form reasonably satisfactory to the County, which demonstrates that County participation in Project costs has not exceeded 50% of the actual final Project Costs.

ARTICLE IV.

The Municipalities 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 V.

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 ILA, 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 ILA.

ARTICLE VI.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ILA. The parties agree that this ILA is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VII.

SEVERABILITY. The provisions of this ILA are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this ILA 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 ILA shall be enforced as if the invalid provision had never been included.

ARTICLE VIII.

ENTIRE AGREEMENT. This ILA embodies the entire agreement between the parties and may only be modified in a writing executed by all parties.

ARTICLE IX.

SUCCESSORS AND ASSIGNS. This ILA shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. None of the parties will assign or transfer an interest in this ILA without the written consent of the other parties.

ARTICLE X.

IMMUNITY. It is expressly understood and agreed that, in the execution of this ILA, none of the parties waive, 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 ILA, the parties do not create any obligations, express or implied, other than those set forth herein, and this ILA shall not create any rights in parties not signatories hereto.

ARTICLE XI.

TERM. This ILA shall be effective upon execution by all parties and shall continue in effect annually until final written acceptance of the Project by TxDOT. This ILA shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

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

by: Keith Self
Name: Keith Self
Title: County Judge
Date: 10/25/16
Executed on this 25 day of October
2016, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2016-813-10-24.

ATTEST:
By: Elizabeth Cappon
Name: Elizabeth Cappon
Title: Town Secretary
Date: 9/6/2016

TOWN OF FAIRVIEW, TEXAS
by: Julie Couch
Name: Julie Couch
Title: Town Manager
Date: 9/6/2016
Executed on behalf of the Town of
Fairview pursuant to Town Council
Resolution No. _____

APPROVED AS TO FORM:

By: Clark McCoy
Name: Clark McCoy
Title: Town Attorney
Date: 9/6/2016