

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF FRISCO
CONCERNING THE CONSTRUCTION OF
DALLAS PARKWAY (FROM ELDORADO PARKWAY TO PANTHER CREEK PARKWAY)
2018 BOND PROJECT # RI18008**

WHEREAS, the County of Collin, Texas (“County”) and the City of Frisco, Texas (“City”) desire to enter into this agreement (“Agreement”) concerning the construction of improvements to Dallas Parkway (from Eldorado Parkway to Panther Creek Parkway) (“Project”) in Frisco, 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 City and County have determined that the improvements may be constructed most economically by implementing this Agreement; and

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 construct the Project. The Project shall consist of widening northbound and southbound Dallas Parkway (Dallas North Tollway frontage roads) from 2 lanes to 3 lanes in each direction near entrance and exit ramps, construct intersection improvements, and reconstruct existing lanes as needed. All improvements shall be designed to meet or exceed the Collin County design standards in existence as of the effective date of the Agreement and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. 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 construction contract(s) for the Project. Changes to the Project, other than what was submitted for the initial project ranking or which alter the initial funding set forth in Article IV must be reviewed and approved by Collin County.

ARTICLE III.

The City shall also acquire 0.3 acres of real property in the vicinity of the improvements for use as right-of-way in connection with the Project.

ARTICLE IV.

The City estimates the total actual cost of the project to be **\$4,000,000.00** (“Estimated Project Cost”). The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed **\$2,000,000.00**. The County shall remit fifty percent (50%) of this amount or \$1,000,000 to the City 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 to the County. The County shall remit the remaining fifty percent (50%) (i) within thirty (30) days after the City receives bids for the construction of the project and the City submits a written request for payment to the County. The County Commissioners Court may revise this payment schedule based on the progress of the Project.

Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project (“Actual Project Cost”) is less than the Estimated Project Cost, and the County has participated up to fifty percent (50%) of the Estimated Project Cost, then the City shall reimburse the County in an amount equal to fifty percent (50%) of the difference between the Estimated Project Cost and the Actual Project Cost. The County Commissioners Court may revise this payment schedule based on the progress of the Project. As

used herein, the term “Actual Project Cost” may include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County’s participation in the Project shall not exceed **\$2,000,000.00**.

ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 and 2018 Bond Programs. The City shall also provide **before, during and after photos** and **quarterly progress reports** in electronic format or via US mail to the Collin County Engineering Department. Following completion of the project, the City shall provide an **itemized final accounting of expenditures** for the Project.

ARTICLE VII.

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 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 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 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 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 both parties.

ARTICLE XII.

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 XIII.

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 XIV.

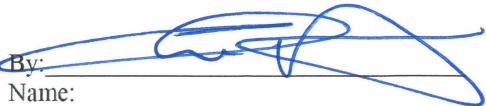
TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

[Signature page follows.]

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: 

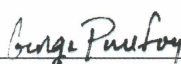
Name: _____
Title: County Judge
Date: 10/21/20
Executed on this 21 day of October
2020, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2020-935-09-28




ATTEST:

By: 
Name: Kristi Morrow
Title: City Secretary
Date: August 4, 2020

CITY OF FRISCO, TEXAS

By: 
Name: George Purefoy
Title: City Manager
Date: August 4, 2020
Executed on behalf of the City of
Frisco pursuant to City Council
Resolution No. 2020-08-46R

APPROVED AS TO FORM:

By: 
Name: Ryan D. Pittman
Title: Assistant City Attorney
Date: August 4, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND COLLIN COUNTY TO PROVIDE FUNDING FOR DESIGN, RIGHT OF WAY ACQUISITION, AND CONSTRUCTION OF DALLAS PARKWAY FROM ELDORADO PARKWAY TO PANTHER CREEK PARKWAY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas an Interlocal Agreement by and between the City of Frisco and Collin County to provide funding for design, right of way acquisition and construction of Dallas Parkway from Eldorado Parkway to Panther Creek Parkway, a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the 4th day of August, 2020.



Jeff Cheney

Jeff Cheney, Mayor

ATTEST TO:

Kristi Morrow

Kristi Morrow, City Secretary

Dallas Parkway (Eldorado Pkwy to Panther Creek Pkwy) Interlocal Agreement Collin County August 4, 2020

