

**INTERLOCAL AGREEMENT BETWEEN  
COLLIN COUNTY AND THE CITY OF FARMERSVILLE  
CONCERNING THE CONSTRUCTION OF  
FARMERSVILLE PARKWAY (CR 611) IMPROVEMENTS  
2007 BOND PROJECT #RI07020**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Farmersville, Texas (“City”) desire to enter into an agreement concerning the construction of improvements to Farmersville Parkway (CR 611) 07-020 (the “Project”) in Farmersville, 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 (the “Agreement”); and

**WHEREAS**, the 2007 Collin County Bond Program included \$1,900,000 for funding the construction of the Farmersville Parkway, 2007 Bond Project # 07-020, of which amount a balance of \$1,675,000 is remaining to use toward construction of the Project; and

**WHEREAS**, the 2007 Collin County Bond Program included funding for the Extension of Floyd Street from US 380 to Old Josephine Road, 2007 Bond Project # 07-021, the remainder of which funding in the amount of \$75,000 the City proposes to reallocate to the Project; and

**WHEREAS**, the City of Farmersville wishes to combine all project funds towards the Collin and Farmersville Parkway Project for a total remainder of funding in the amount of \$1,750,000; 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 foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**ARTICLE II**

The City shall arrange to construct improvements to Farmersville Parkway (CR 611), 2007 Bond Project #RI07-020, hereinafter called the “Project”. The Project shall consist of constructing a four-lane divided thoroughfare a distance of approximately three thousand nine hundred (3,900) linear feet. The Project shall also include construction of underground storm sewers as part of the road improvements. 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.

### ARTICLE III.

The City shall prepare plans and specifications for the Project, accept bids and award a contract to construct the Project 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.

### ARTICLE IV.

If the City is acquiring real property for use as right-of-way, any acquisition shall be done in accordance to all state statutory requirements.

### ARTICLE V.

The City estimates the total actual cost of the Project will be **FOUR MILLION DOLLARS (\$4,000,000)** (the "Estimated Amount"). With this Agreement, the County hereby agrees to fund the Project in an amount not to exceed **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000)** (the "County Participation Amount"). The County shall remit fifty percent (50%) of the County Participation Amount to the City within thirty (30) days after the City issues a Notice to Proceed to the contractor and the City submits a written request for payment to the County. The County shall remit the remaining fifty percent (50%) of the County Participation Amount to the City within thirty (30) days after the project is fifty percent (50%) complete and the City submits a written request for payment to the County. Following completion of the Project, the City shall provide a final accounting of all expenditures for the Project (the "Actual Cost"). If the Actual Cost to construct the Project is less than the Estimated Amount set forth herein, the City shall remit to the County fifty percent (50%) of the difference between the Estimated Amount and the Actual Total Cost. The Collin County Commissioners Court may revise this payment schedule based on the progress of the Project. In calculating the Project's Actual Cost, the City shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

### ARTICLE VI.

The County's participation in the Project, with this agreement, shall not exceed **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000)**

### ARTICLE VII.

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

**ARTICLE VIII.**

The City and the 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 IX.**

INDEMNIFICATION. TO THE FULLEST 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 IT 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 X.**

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 XI.**

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 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 XII.**

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

**ARTICLE XIII.**

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 XIV.

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 XV.

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

#### ARTICLE XVI.

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

#### ARTICLE XVII.

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:**

**COUNTY OF COLLIN, TEXAS**

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

By: [Signature]  
Name: Chris Hill  
Title: County Judge  
Date: 8 JUN 2021

Executed on this \_\_\_ day of \_\_, \_\_\_\_\_ 20\_\_, by the County of Collin, pursuant to Commissioners Court Order No. \_\_\_\_\_.

**ATTEST:**

**CITY OF FARMERSVILLE, TEXAS**

By: [Signature]  
Name: Sandra Green  
Title: City Secretary, TRMC  
Date: 5-11-21

By: [Signature]  
Name: Bryon Wiebold  
Title: Mayor  
Date: 5-11-21

Executed on behalf of the City of Farmersville.

