

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE CONSTRUCTION OF  
SHILOH ROAD FROM 14<sup>TH</sup> STREET TO EAST PARK BOULEVARD  
2018 BOND PROJECT #RI18009**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Plano, Texas (“City”) desire to enter into this agreement (“Agreement”) concerning the improvements to Shiloh Road from 14<sup>th</sup> Street to East Park Boulevard as described more specifically below in Article I (“Project”) in Plano, 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

**WHEREAS**, the Commissioners Court allocated Four Million Nine Hundred Forty Two Thousand One Hundred Thirty Six Dollars (\$4,942,136.00) from the 2018 Bond Program to the City of Plano for 2018 Bond Project, Shiloh Rd. from 14<sup>th</sup> Street to E. Park Blvd.; and

**WHEREAS**, the City has available 2003 Bond funding in the amount of \$67,864 from the Windhaven Parkway from County Line to Spring Creek Parkway RI03065 that the City would like to reallocate to this project.

**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, acquire the necessary right of way for, and construct the Project. The Project shall consist of constructing the widening of Shiloh Road from a two-lane roadway to a 4-lane arterial from 14<sup>th</sup> Street to East Park Boulevard in accordance with the City’s roadway design standards and criteria. The proposed roadway section will include an 8-foot, buffered, on-street bike lane within the existing southbound section and the proposed northbound section. The Project will alleviate current flooding issues at the Stream 2D8 crossing Shiloh Road just south of Rockbrook Drive by raising the roadway profile and constructing a bridge structure. The Project will remove the roadway out of the FEMA designated floodplain and meet current City floodplain criteria. All improvements shall be designed to meet or exceed the City’s roadway design standards and criteria 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 Project 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 statutory requirements applicable to a municipal public-work project. The City shall provide the County with a copy of the executed design and 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 real property in the vicinity of the Project improvements for use as City right-of-way either in fee or by acquiring easements.

#### ARTICLE IV.

The City estimates the total actual cost of the Project to be Ten Million Twenty Thousand Dollars (\$10,020,000.00) ("Estimated Project Cost"). The County agrees to participate in the Project by allocating Five Million Ten Thousand Dollars (\$5,010,000.00) (the "County Participation Amount") to the performance of the Project. 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 lowest responsible bidder 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 City provides receipt of notice that the Project is complete and the City submits a written request for payment to the County.

If the actual cost to design, acquire right-of-way for, and construct the Project (collectively the "Actual Project Cost") is less than the Estimated Project Cost, and the County has participated up to fifty percent (50%) of the total Estimated Project Cost, then the City shall reimburse to the County an amount equal to the difference between the Estimated Project Cost and the Actual Project Cost such that the county has only contributed fifty percent (50%) of the Actual Project Cost. The City shall remit any such reimbursement to the County following City's final acceptance of the Project and along with an itemized final accounting of expenditures for the Project. As used herein, the terms "Estimated Project Cost" and "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 Five Million Ten Thousand Dollars \$5,010,000).

#### ARTICLE VI.

The City shall install a project sign identifying the Project as being partially funded by the Collin County 2018 Bond Programs. The City shall also provide quarterly progress reports throughout the Project as well as before, during and after photos during the construction process, 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. THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT ALLOWED BY THE TEXAS CONSTITUTION AND WITH THE MUTUAL UNDERSTANDING THAT THE CITY AND COUNTY ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THIS OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX, NOR SINKING FUND HAS BEEN ESTABLISHED FOR PAYMENT.**

**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. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX

**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.**

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 XV.**

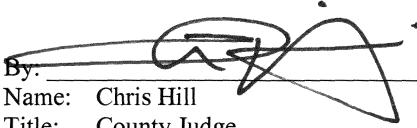
TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

*[Signature page follows.]*


**APPROVED AS TO FORM:**

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


**COUNTY OF COLLIN, TEXAS**

By:   
Name: Chris Hill  
Title: County Judge  
Date: 22 FEB 2022  
Executed on this 22<sup>nd</sup> day of FEB,  
2022, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. 2022-136-02-14

**ATTEST:**

By:   
Name: Lisa C. Henderson  
Title: City Secretary  
Date: 1/26/2022

**CITY OF PLANO, TEXAS**

By:   
Name: Mark D. Israelson  
Title: City Manager  
Date: 01/26/2022

**APPROVED AS TO FORM:**

By: Michelle D'Andrea  
Name: Paige Mims  
Title: City Attorney  
Date: January 25, 2022