

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF ALLEN
CONCERNING THE CONSTRUCTION OF
RIDGEVIEW DRIVE FROM CHELSEA BOULEVARD TO US 75
2018 BOND PROJECT RI18029**

WHEREAS, the County of Collin, Texas ("County") and the City of Allen, Texas ("City") desire to enter into this agreement ("Agreement") concerning certain improvements to Ridgeview Drive from Chelsea Boulevard to US Highway 75 described herein ("Project") in the City of Allen, 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, on May 15, 2023, the Collin County Commissioners unanimously approved allocation of 2018 Collin County Bond Proceeds to the City of Allen for the Project; 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 design, acquire the necessary Right of Way for, and construct the Project. The Project shall consist of constructing four lanes of Ridgeview Drive as a 4-lane divided arterial from Chelsea Boulevard to US Highway 75. This Project will provide a mobility improvement along Ridgeview Drive and interconnecting the Town of Fairview with the City of Allen. 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 Project improvements and administer the construction contract(s) for the Project. In all such activities, the City shall comply with all statutory requirements applicable to a municipal public works 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 improvements for use as right-of-way or easements in connection with the Project.

ARTICLE IV.

The City estimates the total actual cost of the Project to be Five Million Nine Hundred Ninety Thousand Dollars (\$5,990,000) ("Estimated Project Cost"). The County agrees to participate in the Project by payment of Two Million Nine Hundred Ninety Thousand Dollars (\$2,990,000) (the "County Participation Amount") for the performance of the Project. The County shall remit one hundred percent (100%) of the County Participation Amount

to the City within thirty (30) days the City Council awards the contract for the construction of the Project and the City submits a written request for payment to the County.

ARTICLE V.

The County's participation in the Project shall not exceed Two Million Nine Hundred Ninety Thousand Dollars (\$2,990,000).

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. THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENCE ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

ARTICLE IX.

GOVERNING LAW; 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. The city manager for the City is authorized to execute on behalf of the City any amendments to this Agreement and any instruments related thereto,

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.

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, or pandemic (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 XVI.

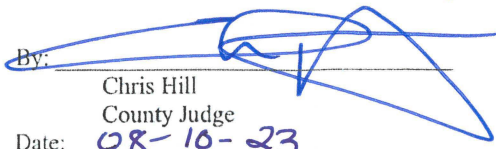
TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until City final acceptance of the Project. This Agreement shall automatically renew annually each year during this period.

[Signature page follows.]

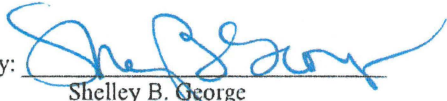
APPROVED AS TO FORM:

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

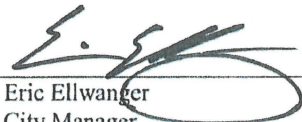
COUNTY OF COLLIN, TEXAS

By: 
Chris Hill
County Judge
Date: 08-10-23
Executed on this 10th day of AUGUST
2023, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2023-657-08-07

ATTEST:

By: 
Shelley B. George
City Secretary
Date: 7-14-2023

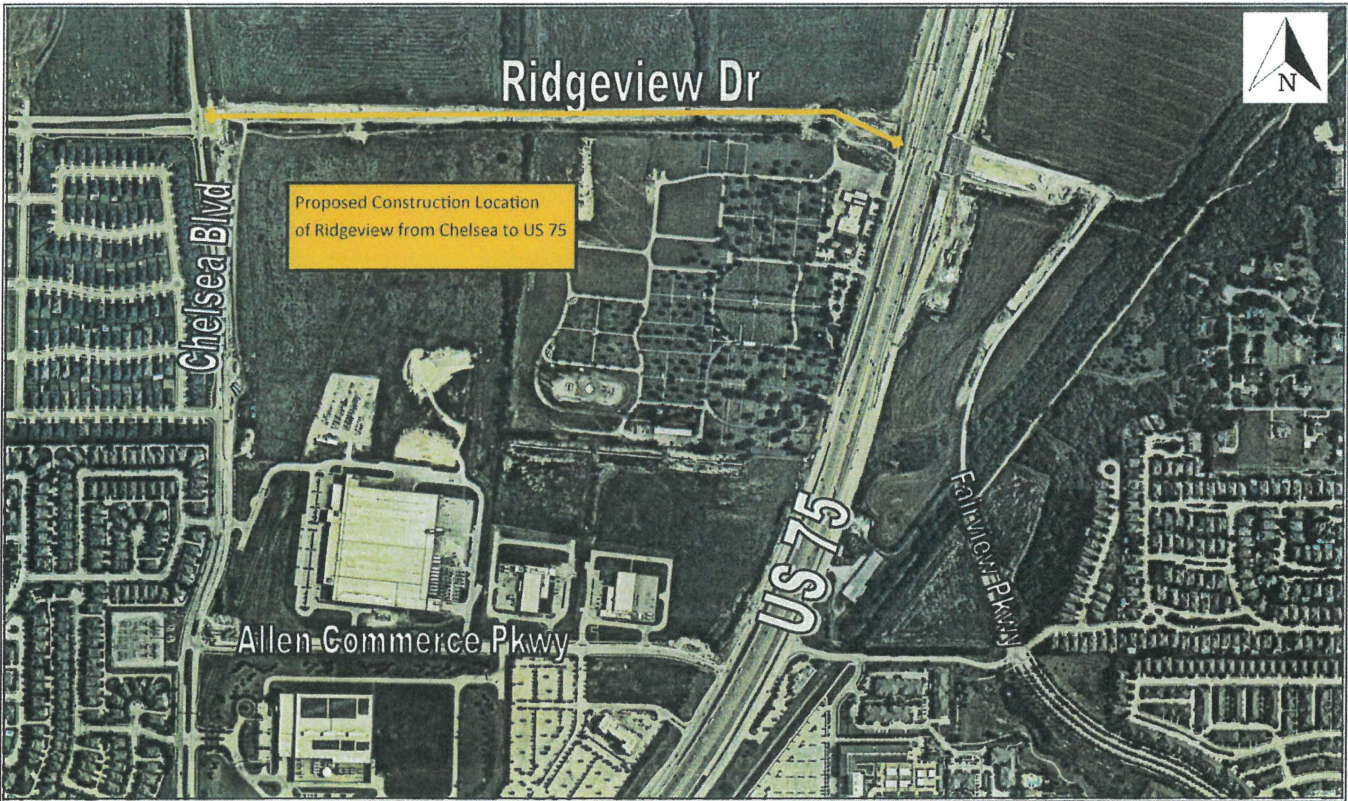
CITY OF ALLEN, TEXAS

By: 
Eric Ellwanger
City Manager
Date: 7.14.2023
Executed on behalf of the City of
Allen pursuant to City Council
Resolution No. 4007-7-23(R)

APPROVED AS TO FORM:

By: Peter G. Smith
Peter G. Smith
City Attorney
Date: July 14, 2023

Location Map CIP# ST2000
Ridgeview & Chelsea to US 75



RESOLUTION NO. 4007-7-23(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ALLEN AND COLLIN COUNTY, TEXAS, CONCERNING THE CONSTRUCTION OF RIDGEVIEW DRIVE FROM CHELSEA BOULEVARD TO US 75, 2018 BOND PROJECT RI18029; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and,

WHEREAS, the 2018 Collin County Bond Program includes funding for certain improvements to Ridgeview Drive from Chelsea Boulevard to US 75, 2018 Bond Project RI18029, which Project shall consist of constructing four lanes of Ridgeview Drive as a 4-lane divided arterial from Chelsea Boulevard to US Highway 75, providing a mobility improvement along Ridgeview Drive and interconnecting the Town of Fairview with the City of Allen; and

WHEREAS, the Allen City Council has been presented a proposed Interlocal Agreement by and between Collin County, Texas, and the City of Allen, Texas, providing terms and conditions for construction of Ridgeview Drive from Chelsea Boulevard to US 75; and

WHEREAS, upon full review and consideration of the Interlocal Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager or designee should be authorized to execute the Interlocal Agreement on behalf of the City of Allen, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The terms and conditions of the Interlocal Agreement, attached hereto as Exhibit "A," having been reviewed by the City Council of the City of Allen and found to be acceptable and in the best interest of the City of Allen and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. The City Manager is hereby authorized to execute the Agreement, and any amendments or instruments related thereto, on behalf of the City of Allen, substantially according to the terms and conditions set forth in this Interlocal Agreement.

SECTION 3. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 11TH DAY OF JULY 2023.

APPROVED:



Baine L. Brooks, MAYOR

ATTEST:



Shelley B. George, TRMC, CITY SECRETARY
(PGS:6-30-23:TM 135735)