

INTERLOCAL AGREEMENT
between
COLLIN COUNTY, the REGIONAL TRANSPORTATION COUNCIL, and the NORTH
CENTRAL TEXAS COUNCIL OF GOVERNMENTS
FOR THE US 380 FUNDING STRATEGY

This Interlocal Agreement (Agreement) is made and entered into by and between Collin County (COUNTY), the Regional Transportation Council (RTC), and the North Central Texas Council of Governments (NCTCOG). COUNTY, RTC, and NCTCOG may be referred to herein individually as a “Party” or collectively as “Parties.” The purpose of this Agreement is to establish the terms and conditions of a strategy to fund certain transportation-related projects in the North Texas region.

WHEREAS, Collin County is a body politic and political subdivision of the State of Texas; and

WHEREAS, NCTCOG is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region and acts as the fiscal agent of RTC; and

WHEREAS, RTC, comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation and serves as the policy body for the metropolitan planning organization; and

WHEREAS, on November 12, 2020, at the request of the COUNTY, the RTC authorized the programming of \$30,000,000 in federal Surface Transportation Block Grant (STBG) funds for the Panther Creek Parkway Project in the City of Frisco with COUNTY’s commitment to allocate a like amount of Collin County Bond Program funds to the US 380 Project; and,

WHEREAS, on November 12, 2020, at the request of the COUNTY, the RTC authorized the programming of \$30,000,000 in Regional Toll Revenue funds for the McKinney National Airport Runway Extension Project with COUNTY’s commitment to allocate a like amount of Collin County Bond Program funds to the US 380 Project; and,

WHEREAS, on February 5, 2024, the Collin County Commissioner’s Court approved the US 380 Funding Strategy as described in this Agreement; and

WHEREAS, on November 9, 2023, the RTC approved the US 380 funding strategy whereby RTC would program \$60,000,000 in federal and/or state funds for the US 380 Project to satisfy the COUNTY’s original commitment to allocate \$60,000,000 in Bond Program funds to the US 380 Project and in exchange the COUNTY would provide \$60,000,000 to NCTCOG, as the RTC’s fiduciary agent; and,

WHEREAS, on November 16, 2023, the NCTCOG Executive Board authorized an Interlocal Agreement between the COUNTY, NCTCOG, and RTC concerning the US 380 Funding Strategy; and,

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Article I: Term

1.1 The term of this Agreement shall begin on the date of execution by the last Party hereto and shall continue through December 31, 2025, or until all funds contemplated herein are transferred to NCTCOG whichever is earlier.

Article II: Funding Strategy and Transfer of County Funds

2.1 The RTC programmed \$30,000,000 in federal STBG funds in Fiscal Year 2023 for the Panther Creek Parkway project and \$30,000,000 in regional funds in Fiscal Year 2022 for the McKinney National Airport Runway Extension project.

2.2 On November 9, 2023, the RTC programmed an additional \$60,000,000 in federal/state funds on the US 380 Project in the Regional 10-Year Plan and the Texas Department of Transportation's Unified Transportation Program to replace the \$60,000,000 of County funds originally placed on the project to satisfy its Bond Program commitment to effectuate the US 380 Funding Strategy as described in this Agreement.

2.3 RTC's obligation will be considered fully satisfied upon incorporation of the funds described in Section 2.2 in the Statewide Transportation Improvement Program (STIP) and approval by the Federal Highway Administration (FHWA).

2.4 The COUNTY shall transfer \$60,000,000 to NCTCOG, as the RTC's fiscal agent, within 90 days after the execution of this Agreement

2.5 The RTC and NCTCOG acknowledge that the funding strategy contemplated herein are separate and distinct from any prior commitments on the part of those entities to provide funding for COUNTY projects and will not be considered adverse to or an offset from such commitments.

2.6 COUNTY agrees that once payments are made to NCTCOG, as RTC's fiscal agent, such funds are funds of NCTCOG and the RTC and may be allocated within RTC's jurisdiction for such purposes determined solely by the RTC. The Parties agree there shall be no requirement for approval, notification, or reporting to COUNTY of such allocation or expenditure of funds by the RTC.

ARTICLE III: Miscellaneous

3.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. There shall be no third-party beneficiaries of this Agreement.

3.2 Partial Invalidity. Any portion of this Agreement being declared by law to be invalid shall not invalidate the remaining provisions, which shall remain in full force and effect.

3.3 Merger and Amendment. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all the Parties.

3.4 No Partnerships or Joint Enterprise. It is mutually understood and agreed that this Agreement is intended by the Parties to establish only an independent contractual relationship and is not intended to create a legal partnership or joint venture between any or all Parties.

3.5 Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents or employees in conjunction with each Party's performance under this Agreement.

3.6 Current Revenues. Payments made under this Agreement shall be from current revenues available to the paying Party as required by Chapter 791, Texas Government Code.

3.7 Assignment. No Party may assign its rights and obligations or either under this Agreement, in whole or in part, without first obtaining the prior written consent of the other Party, which consent may be withheld for any reason. No assignee or successor may further assign, in whole or in part, its rights and obligations without prior written consent of each Party to this Agreement at the time of further assignment.

3.8 Reasonable Cooperation. Each Party agrees to reasonably cooperate to effectuate the purpose and intent of this agreement.

3.9 No Waiver. By entering into this Agreement, neither Party waives or diminishes any defenses available to it, including, by example and without limitation, governmental immunity and statutory caps on damages.

COLLIN COUNTY

 6 FEB 2024

Chris Hill
County Judge

Date


**REGIONAL TRANSPORTATION
COUNCIL**

 2/9/24

Michael Morris, P.E.
Director of Transportation

Date

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

 2/9/24

Mike Eastland
Executive Director

Date