

**INTERLOCAL AGREEMENT BETWEEN  
PRINCETON INDEPENDENT SCHOOL DISTRICT  
AND COLLIN COUNTY, TEXAS**

This **INTERLOCAL AGREEMENT** ("Agreement") by and between **PRINCETON INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district and political subdivision of the State of Texas ("Princeton ISD"), and **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas ("Collin County"), is entered effective as of the date signed by both parties. ("Effective Date")

**A.**

**CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

**WHEREAS**, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the reconstruction and improvement of approximately \_\_\_\_\_ 1,600 feet \_\_\_\_\_ of County Road 728, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Board of Trustees of Princeton Independent School District and the Commissioners Court of Collin County; and

**WHEREAS**, Collin County provides these services to the citizens of Collin County; and

**WHEREAS**, Princeton ISD and Collin County have investigated and determined that it would be advantageous and beneficial to both Collin County and Princeton ISD and their inhabitants and students for Collin County to provide and perform the reconstruction of approximately \_\_\_\_\_ 1,600 feet \_\_\_\_\_ of County Road 728; and

**WHEREAS**, Collin County intends to reconstruct approximately \_\_\_\_\_ 1,600 feet \_\_\_\_\_ of County Road 728 on its own behalf and on behalf of Princeton ISD, and Princeton ISD desires for Collin County to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to Princeton ISD and to the students and other people of Princeton ISD, including but not limited to the benefit of fostering public safety; and

**WHEREAS**, Princeton ISD wishes to participate financially in \_\_\_\_\_ County Road 728 \_\_\_\_\_; and

**WHEREAS**, the governing bodies of Princeton ISD and Collin County desire to foster good-will and cooperation between the two entities; and

**WHEREAS**, Princeton ISD and Collin County deem it to be in the best interest of both

entities to enter into this Agreement relative to the reconstruction of approximately \_\_\_\_1,600 feet\_\_\_\_\_ of County Road 728 and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, Princeton ISD and Collin County agree as follows:

**B.  
DEFINITIONS**

1. **"Property"** means approximately \_\_\_\_1,600 feet\_\_\_\_\_ of County Road 728 located in Collin County, Texas, and which is the subject of this Agreement.
2. **"Services"** means the reconstruction of the Property that Collin County will perform using Collin County equipment.

**C.  
SERVICES TO BE PERFORMED**

Collin County agrees to reconstruct approximately \_\_\_\_1,600 feet\_\_\_\_\_ of County Road 728 located in Collin County, Texas, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

**D.  
COVENANTS**

1. Pursuant to the Interlocal Cooperation Act, Texas Government Code 791, Collin County agrees to provide personnel and equipment to complete the reconstruction of the Property utilizing \_\_\_\_\_ County Road 728 \_\_\_\_\_ within the territorial limits of Collin County.

2. The parties intend that Collin County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Collin County shall not be considered an agent, employee, or borrowed servant of Princeton ISD.

3. For and in consideration of this agreement by Collin County, Princeton ISD agrees to pay up to \$ \_\_\_\_89,607.00\_\_\_\_\_ to Collin County for the equipment, labor, and materials required for the Services being performed by Collin County.

4. Collin County acknowledges and understands that Princeton ISD makes no warranties, either expressed or implied, as to the safety of the Property before, during, or after Collin County performs the Services. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards may exist on the Property before, during, or after Collin County performs the Services. Collin County's or other persons' presence and activities on the premises during the performance of Services may expose both Collin County and Collin County's property, as well as the other persons and their property, to dangerous

conditions, risks and hazards. Collin County acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions.

5. Collin County realizes and acknowledges that there are both natural and man-made risks and hazards associated with being on the Property and with utilizing the Property before, during, or after Collin County performs the Services. Collin County agrees and understands that Princeton ISD assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made on Property. Collin County acknowledges at Princeton ISD's role in the project is limited to merely funding a portion of the cost of the project in an amount up to but not to exceed \$ 89,607.00\_\_\_\_\_.

6. Collin County shall provide written approval for the Project in a separate document from this Agreement (the "Resolution") that describes the Project's type and location, in accordance with Texas Government Code § 791.014.

#### **F. CONDITIONS**

If additional payment becomes required for the Services provided by Collin County, then Collin County shall be responsible for such excess costs for these Services from the current revenues available to Collin County as required by Texas Government Code § 791.011.

#### **G. 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.

#### **H. ENTIRE AGREEMENT**

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

#### **I. AMENDMENTS, SUPPLEMENTS, ETC.**

This Agreement may be amended, modified, and/or supplemented only by a written agreement signed by both parties.

#### **J. 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.

**K.  
VENUE**

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 for any disputes arising under this Agreement shall lie in Collin County, Texas.

**L.  
INDEMNIFICATION**

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, judgements 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.

**M.  
EXPENSES FOR ENFORCEMENT**

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or 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.

**N.  
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.

**O.  
TERM**

This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. Collin County shall have a reasonable amount of time to perform the Services. The provisions, covenants, conditions and indemnities contained in this Agreement shall survive the term of Collin County's or other persons' entry onto the Property.

**P.  
EXECUTION AND EFFECTIVE DATE**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

**COLLIN COUNTY, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Collin County Judge

**PRINCETON INDEPENDENT SCHOOL  
DISTRICT**

Date: 9-4-25

By:   
Donald McIntyre, Superintendent