

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF FRISCO
CONCERNING THE CONSTRUCTION OF
DALLAS PARKWAY (FROM PANTHER CREEK PARKWAY to PGA PARKWAY)
2007 BOND PROJECT # RI07117**

WHEREAS, the County of Collin, Texas (“County”) and the City of Frisco, Texas (“City”) desire to enter into this agreement (“Agreement”) concerning the construction of improvements to Dallas Parkway (**from Panther Creek Parkway to PGA Parkway**)) (“Project”) in Frisco, 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 City constructed the 2007 Bond Project #RI070031, Lebanon Road from Starwood Dr. to Dallas Parkway with a savings in Collin County Bond funds in the amount of \$329,523; 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 construct the Project. The Project shall consist of widening northbound and southbound Dallas Parkway (Dallas North Tollway frontage roads) from 2 lanes to 3 lanes in each direction near entrance and exit ramps, construct intersection improvements, and reconstruct existing lanes as needed. All improvements shall be designed to meet or exceed the Collin County design standards in existence as of the effective date of the Agreement 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 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 state statutory requirements. The City shall provide the County with a copy of the executed 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 0.3 acres of real property in the vicinity of the improvements for use as right-of-way in connection with the Project.

ARTICLE IV.

The City estimates the total actual cost of the project to be **\$18,000,000.00** (“Estimated Project Cost”). The County agrees to use savings from Bond Project RI070031 in the amount of fund \$329,523 which is less than one half of the total cost to construct the improvements.. The County shall remit one hundred percent (100%) of this amount or \$329,523 to the City within thirty (30) days after the City submits a written request for payment to the County that includes the executed construction contract. The County Commissioners Court may revise this payment schedule based on the progress of the Project.

Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project (“Actual Project Cost”) is less than the Estimated Project Cost, and the County

has participated up to fifty percent (50%) of the Estimated Project Cost, then the City shall reimburse the County in an amount equal to fifty percent (50%) of the difference between the Estimated Project Cost and the Actual Project Cost. The County Commissioners Court may revise this payment schedule based on the progress of the Project. As used herein, the term “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 **\$329,523**

ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Bond Program. The City shall also provide **before, during and after photos** and **quarterly progress reports** 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. 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, 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. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE XI.

○ 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 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.

EXPENCES 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,

ARTICLE XIV.

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 XV.

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 XVI.

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:

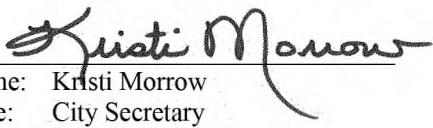
COUNTY OF COLLIN, TEXAS

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

By: _____
Name: _____
Title: County Judge
Date: _____
Executed on this _____ day of _____,
20__, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

CITY OF FRISCO, TEXAS

By: 
Name: Kristi Morrow
Title: City Secretary
Date: May 19, 2026

By: 
Name: Wesley S. Pierson
Title: City Manager
Date: May 19, 2026
Executed on behalf of the City of
Frisco

APPROVED AS TO FORM:

By: 
Name: Ryan D. Pittman
Title: Assistant City Attorney
Date: October 14, 2025