

**INTERLOCAL AGREEMENT TO FACILITATE ROAD
IMPROVEMENTS ON STONE ROAD**

THIS INTERLOCAL AGREEMENT TO FACILITATE ROAD IMPROVEMENTS ON STONE ROAD ("Agreement"), dated as of the ____ day of _____, 2024 ("Effective Date"), is made and entered into by and between COLLIN COUNTY, TEXAS ("County"), THE CITY OF WYLIE, TEXAS ("Wylie"), all political subdivisions of the State of Texas. This Agreement is being entered into as authorized and provided by Chapter 791 of the Texas Governmental Code. County, and the City of Wylie are collectively referred to herein as "Parties". This Agreement is entered into by and between the Parties to facilitate the upgrade of Stone Road from the intersection of W A Allen Boulevard to Bennet Road (the "Property").

WHEREAS, the portion of Stone Road within the project area extends from W A Allen Boulevard west to Beaver Creek Road, then north to Bennet Road with portions within the jurisdiction of Collin County and the remainder being located within city limits of Wylie; and

WHEREAS, Stone Road is operated as a governmental function of these entities to provide the public with a system of roads and streets to facilitate vehicular travel; and

WHEREAS, that portion of Stone Road within the Project is currently an asphalt road; and

WHEREAS, the Parties desire to upgrade the drainage conveyance system along this portion of Stone Road; and

WHEREAS, the Parties desire to upgrade this portion of Stone Road to a 25-year design life asphalt road; and

WHEREAS, upgrading Stone Road would benefit all Parties to this agreement by providing a safer and more reliable road for their citizens and the traveling public; and

WHEREAS, the total estimated project cost (including design, construction, and construction oversight) of upgrading the drainage conveyance system and travel lanes of Stone Road (the "Project") to a 25-year design life asphalt road is approximately \$6,000,000; and

WHEREAS, the Parties desire to cooperate in a joint effort to improve drainage conveyance and asphalt paving in this portion of Stone Road; and

WHEREAS, the City of Wylie is willing to manage the design and construction of this Project; and

WHEREAS, Chapter 791 of the Government Code provides authority for political subdivisions to contract with each other to facilitate the governmental functions and services of said political subdivisions; and

WHEREAS, the Parties have investigated and determined and find, acknowledge, and agree that the County and the City of Wylie have the authority to enter into this Agreement and to perform the obligations of each governmental entity pursuant to this Agreement; and

WHEREAS, the parties have determined that it is in their mutual best interest to enter into this Agreement.

NOW THEREFORE, for and in consideration of the covenants and conditions contained in this Agreement, the County and the City of Wylie agree as follows:

1. The City of Wylie shall manage the design and construction of the drainage improvements, and the design and construction of the roadway to improve Stone Road with new asphalt paving, maintaining a 22-foot roadway when possible. The roadway will be built in accordance outlined by the findings of the geotechnical report furnished by ECS Southwest and will have a 25-year design life expectancy when completed.
2. The City of Wylie shall be solely responsible for managing the construction of the improvements to the affected portion of Stone Road and E. Stone Road including, but not limited to design and engineering, advertising and soliciting bids, entering into contracts for the construction, oversight and management of construction, along with being responsible for all warranty or construction issues and maintenance of Stone Road during the warranty period, notwithstanding that portions of Stone Road that are within County limits.
3. The Parties agree to fund the Project, the following being the estimated obligations of each Party for the Project:

Entity	Cost	
County	\$1,620,000	27%
Wylie	\$4,380,000	73%

4. The above estimates are based upon upgrading stormwater crossings and that portion of Stone Road within the Project area to a two-lane, 22-foot wide, asphalt road that will support the projected traffic for a 25-year design life. These estimates include all components of the Project including design, construction, inspection, materials, labor, and testing. However, these estimates do not include amounts for sidewalks, bike or jogging paths. In the event any party, desires to make those improvements, they shall be at the party's sole cost and expense. The party's request may be included in the bids as an additive alternative and additional funding shall be provided prior to award. The design, engineering, and construction cost for any such improvements will be borne by the requesting entity and funding by the requesting entity shall be provided at the same time as funding for the Project. The County shall not be responsible for the cost of any such improvements.
5. Within 30 days of the bid opening and the City providing an invoice to the County, the County shall provide funds to the City in the full amount of its commitment noted in this agreement, such being its proportionate share of the estimated cost of the Project as revised following receipt of bids and an award to the lowest responsible bidder. In the event a party's cost for the Project cost exceeds 15% of the estimated obligation set forth in paragraph 3 above, then a party may terminate its participation in this Agreement by giving notice to the City prior to the time that a bid is awarded to the lowest responsible bidder. The City shall manage the construction and make all payments for the work. Any increase in contract price is subject to the approval of the parties.
6. The City shall construct the road improvements utilizing the County's prescriptive Right of Way in such a manner to allow continued access along Stone Road during the hours of 7:00 a.m. to 8:00 p.m. daily. Upon completion of the Project, Wylie shall be responsible for the operation and maintenance of Stone Road and its drainage conveyance system.
7. This Agreement is intended solely for the benefit of the Parties hereto and does not confer any rights on any person or entity not a party to this Agreement, nor does it create any Third-Party Beneficiaries to this Agreement.
8. Any agreement, notice, correspondence, information, and/or other documentation required and/or referred to in this Agreement shall be in writing. Any agreement required and/or referred to in this Agreement shall be in writing and executed by the Parties. No agreement required and/or referred to in

this Agreement may be amended and/or modified except on written consent of the Parties thereto. This agreement does not commit the Parties to any future obligations.

9. Waiver by any Party of any breach of this Agreement affecting such Party, or the failure of any Party to enforce any of the provisions of this Agreement, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.
10. The Parties acknowledge and agree that the performance by the Parties of their respective obligations under this Agreement constitute governmental functions.
11. No Party shall be in default under this Agreement until written notice of the default has been given to the defaulting Party (which notice shall describe in reasonable detail the nature of the default) and the defaulting Party has been given fifteen (15) business days to cure said default. If a Party is in default under the Agreement, the non-defaulting Party may, at its option, and without prejudice to any other right under this Agreement, law or equity, seek any relief available at law or in equity, including but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. No Party shall have the right to terminate this Agreement as a remedy for default or to suspend or be relieved of the Party's continuous performance of its obligations hereunder.

Notwithstanding the foregoing, each Party agrees that if any threatened or actual breach of this Agreement arises, which reasonably constitutes immediate, irreparable harm to the other Party for which monetary damages is an inadequate remedy, equitable remedies may be sought by the non-defaulting Party, without providing the notice stated above, and awarded in a court of competent jurisdiction without requiring the non-defaulting Party to post bond.

12. All Payments, if any, required to be made by the County hereunder shall be payable from current revenues or other funds lawfully available for such purpose.
13. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by the Parties.
14. The Agreement shall be construed in accordance with Texas law without regard to its conflict of laws provisions.
15. Venue for any action arising hereunder shall be in Collin County, Texas.
16. Any notice or other communication required by this Agreement to be given, provided, or delivered shall be in writing addressed as set forth below. Notices shall be considered "given" for purposes of this Agreement: (a) if by Certified Mail, five (5) business days after deposited with the U.S. Postal Service, Certified Mail, Return Receipt Requested; (b) if by private delivery service (e.g. FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address; or (c) if by any other means (including but not limited to, FAX and E-mail), when actually received by the Party at the notice address.

City of Wylie: Brent Parker
City Manager
City of Wylie
300 Country Club Road
Building 100
Wylie, Texas 75098

Collin County, Texas: Jon Kleinheksel
Director of Public Works
700A Wilmeth Road
McKinney, Texas 75069

Each Party has the right to change, from time to time, its notice addresses by giving at least ten (10) business day's written notice to the other Party. If any time period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the period shall *be* extended to the first business day following such Sunday, Saturday, or legal holiday.

17. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be given full effect. The Parties have relied, to their material detriment, upon the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.
18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. A facsimile signature will also be deemed to constitute an original if properly executed.
19. The individuals executing this Agreement on behalf of the respective Parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.
20. The Parties agree that they have not waived their respective sovereign immunity by entering into and performing their respective obligations under this Agreement.
21. This Agreement is not assignable.
22. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.
23. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as is such invalid, illegal, or unenforceability provision had never been contained herein.

24. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.
25. 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.
26. No Partnership or Agency. The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner, agent or legal representative of the other Party, nor create any fiduciary relationship between them for any purpose whatsoever. No Party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the Parties or as otherwise expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

Date: _____

COLLIN COUNTY, TEXAS

By: _____

Title: County Judge

Date: _____

CITY OF WYLIE

By: _____

Title: _____