

**INTERLOCAL AGREEMENT BETWEEN FRISCO AND PLANO
CONCERNING SH 121/LEGACY DRIVE IMPROVEMENTS STUDY**

This Interlocal Agreement (“Agreement”) is entered into by and between the City of Frisco, Texas, a home-rule municipality (“Frisco”), and the City of Plano, Texas, a home-rule municipality (“Plano”). Frisco and Plano are each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, Plano owns, operates and maintains certain roadways, roadway intersections and traffic signals within the Plano city limits, including portions of the intersection of State Highway 121 and Legacy Drive along its border with Frisco; and

WHEREAS, Frisco owns, operates and maintains certain roadways, roadway intersections and traffic signals within the Frisco city limits, including portions of the intersection of State Highway 121 and Legacy Drive along its border with Plano; and

WHEREAS, the parties desire to work together to hire an engineering firm to study potential improvements to the 121/Legacy intersection that could result in an innovative design that would benefit the traveling public and to analyze funding and other strategies to effectuate the same (the “Project”); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities, such as Plano and Frisco, to contract with one another to perform governmental functions and services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, including the mutual promises and undertakings set forth in this Agreement, Frisco and Plano agree as follows:

1. Frisco Obligations. Frisco shall, at its sole cost and expense except as provided in Section 2, enter into a professional services agreement with HDR Engineering, Inc. to perform the scope of services set forth in Exhibit A, attached hereto, which Plano hereby approves. Frisco shall administer the professional services agreement. Frisco shall provide Plano with a copy of the executed professional services agreement and evidence of Frisco’s payment of fees pursuant to the professional services agreement. Frisco shall cooperate with HDR Engineering, Inc. and Plano to provide information necessary for the Project.
2. Plano Obligations; Project Funding. Frisco estimates the total cost of the Project to be \$125,537.00 (“Estimated Cost”). Plano agrees to pay a fifty (50) percent portion of the Estimated Cost in an amount up to \$62,768.50, plus fifty (50) percent of any costs of the Project exceeding the amount of the Estimated Cost. Plano shall remit the amount of \$62,768.50 to Frisco within thirty (30) days after Frisco sends a written request for payment to the Plano City Engineer. Frisco shall provide a final written accounting of actual expenditures for the Project to the Plano City Engineer within thirty (30) days of substantial completion of the Project and send a written request to Plano for its share of any additional fees and costs to the Plano City Engineer. Plano shall remit its share of any additional fees and costs within thirty (30) days after Frisco provides the final written account and

request for payment. Plano shall cooperate with HDR Engineering, Inc. and Frisco to provide information necessary for the Project.

3. Miscellaneous.

- a. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement and may only be modified in a writing executed by both parties.
- b. Neither party may assign either its rights or its obligations, in whole or in part, under this Agreement without the written consent of the other party. Any permitted assignment shall not be effective until the assignee shall have assumed all obligations of the assignor under this Agreement.
- c. This Agreement binds and benefits each party's respective successors and permitted assigns.
- d. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- e. This Agreement is entered into for the sole benefit of Frisco and Plano and their respective successors and permitted assigns. This Agreement does not confer and is not intended to confer any rights, remedies, or benefits upon any person not a party this Agreement.
- f. The recitals set forth above are integral components of this Agreement and will be referred to in interpreting the parties' intentions, rights, and obligations hereunder.
- g. Nothing in this Agreement creates, or shall be deemed or construed to create: (a) a partnership or joint venture, (b) the relationship of employee-employer or principal-agent, or (c) any liability for one party with respect to liabilities, obligations, or acts of the other or its employees or contractors, and neither party nor its employees or contractors will represent that any of them is employed by or has authority to bind the other party.
- h. It is expressly understood and agreed that, in the execution and performance 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.
- i. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid,

illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

- j. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- k. Each party represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder. The parties 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 and is subject to annual appropriations.
- l. This Agreement shall commence on the date of execution by the last party to sign and shall terminate on Frisco's receipt of all funds due from Plano under this Agreement, or upon final completion of the Project, whichever comes later.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY OF FRISCO, TEXAS

CITY OF PLANO, TEXAS

By: _____
Name: _____
Title: _____
Date: _____, 2022

By: _____
Name: _____
Title: _____
Date: _____, 2022

Exhibit A

Agreed Scope of Services

This Scope of Services is submitted to perform a preliminary engineering study for the SH 121 and Legacy Drive Interchange Improvements in Frisco, Texas. This work will be comprised of stakeholder coordination and conceptual evaluations. **Changes to the assumed scope of services will result in increased costs.** The following information must be provided by the City prior to initiation of work.

1. City and NTTA agreement to utilize SRT 4th lane widening design files
2. Future development plans for the adjacent parcels from City
3. Previous studies conducted in the project area
4. Agreement to utilize City facilities for coordination meetings
5. Available as-builts, Survey/SUE information for Legacy Drive in the vicinity of the interchange

I. Project Management/ Establish Scope of Work

The Engineer shall coordinate with the City to discuss and review scope of work, project status, coordinate and obtain information and other project needs. Up to Five (5) coordination meetings have been assumed for budget purposes.

II. Conceptual Evaluation

The Engineer shall develop a preliminary conceptual design to identify significant or fatal flaw issues with the proposed improvements. The proposed improvements will be limited to Option 1, where NB Legacy is depressed and Option 2, where SB Legacy is depressed. In support of this design the Engineer shall conduct the following:

- A. Storm Drain evaluation. The Engineer shall prepare a plan view for each Option detailing a preliminary storm drain routing for major existing storm drain systems likely impacted by the Option.
- B. Pump Evaluation. The Engineer shall review each Option and determine if a pump system will be required with the proposed improvements. If required, a preliminary sizing of the pump will be included in the cost estimate.
- C. Access Evaluation/Routing Plan. The Engineer shall prepare a plan view for each Option detailing access to and from each adjacent parcel.
- D. Potential Ramping Impact Evaluation. The Engineer shall evaluate the SB on Ramp from Legacy and adjacent NB exit ramp as a one lane and as a two lane ramp for the proposed

improvement. A line diagram will be prepared for 2 options in each direction along SRT to represent possible ramping adjustments should the existing ramp require modification.

- E. Structural Impact Evaluation. The Engineer shall review existing as-built data and provide one potential recommendation for the support of the existing bridge structures.
- F. Bike and pedestrian impact evaluation. The Engineer shall prepare a summary of impacts.
- G. Signal Coordination. The Engineer shall evaluate possible timing options to address adjacent signal impacts.
- H. Cost Estimate. The Engineer shall prepare a preliminary cost estimate for both Options. Current State unit bid prices shall be used in preparation of the estimate.
- I. Fire Life Safety - Code Compliance Evaluation. The Engineer shall provide an assessment of the proposed improvement and determine if the depressed conditions will potentially be considered a tunnel.

Deliverables:

- Conceptual Roll Plot
- Preliminary Construction Cost Estimates

III. Funding Strategy Development Activities

The Engineer shall evaluate and present Potential project funding sources and strategies to key stakeholders. Based on the stakeholders' feedback, an action plan will be developed to target the promising sources at the appropriate time in the future.

Develop Potential Funding Sources Matrix

The Engineer shall develop a matrix of potential funding partners and revenue sources. Where information is available, the matrix will include a description of each source, eligible expenses, key evaluation criteria, typical funding levels, and recent project examples. Potential funding sources will include but not be limited to:

- Federal Programs
 - o INFRA Grant Program
 - o RAISE Grant Program
 - o Potential Infrastructure Bill (American Jobs Act) and Reauthorization
- State and MPO Programs
 - o Applicable Unified Transportation Program (UTP) Funding Categories
- County / Local Sources
 - o Existing Transportation Funding Sources for Counties and Cities

- o Potential Multi-jurisdictional Cost Sharing Approaches
- o Private Contributions
- o Transportation Management Association (TMA)
- o Value Capture Mechanisms
- o User Fees

The potential summary matrix will be submitted prior to the first stakeholder meeting.

Conduct Meeting 1: Project Background & Potential Funding Sources (Get everyone on the same page)

- I. Project Background
 - a. Project History and Current Phase
 - b. Conceptual Cost Estimate and Implementation Schedule
 - c. Conceptual Cost of Time
- II. Federal Political Landscape
 - a. Recent Discretionary Grant Award Trends
 - b. Current Activity at the Federal Level
- III. Review Potential Funding Matrix and Identify Short List of Preferred Sources
- IV. Discuss Potential Multi-Jurisdictional Cost Sharing
 - a. Discuss Prior Stakeholder Experiences (if available)
 - b. Review of Case Studies
 - c. Discuss Potential Allocation Approaches
- V. Next Steps and Action Items

Develop Action Plan

Based on the feedback provided during Meeting 1, the Engineer shall develop an Action Plan that summarizes activities and information that will be needed at the appropriate time in the future to pursue or obtain funding from the Short List of Preferred Sources, including the potential role of a communication strategy to “market” the project to State and federal leaders. Additionally, if the multi-jurisdictional cost sharing approach is considered a viable option, the Action Plan will provide a next steps summary of the items and decisions that will need to be included in a future governance agreement.

Meeting 2: Review Action Plan

- I. Review Action Plan
 - a. Identify potential near term activities

- b. Discuss potential communication strategy
- c. Discuss potential governance item issues and actions (if applicable)

Deliverables

- Meeting notes
- Draft and Final Potential Funding Matrix
- Draft and Final Action Plan

IV. Stakeholder Coordination

The Engineer shall coordinate up to ten (10) coordination meetings with potential stakeholders such as North Central Texas Council of Governments (NCTCOG), City of Plano, Denton, County, Collin County, Texas Department of Transportation (TxDOT), North Texas Tollway Authority (NTTA), Denton County Transit Authority (DCTA), utility owners, and adjacent businesses. These coordination meetings shall be used to evaluate potential challenges and funding partnerships. Meetings shall be conducted at the City's venue. In support of the coordination meetings the Engineer shall develop a project tabloid to convey key information about the project such as costs, meetings, partnerships, and funding opportunities. The Engineer is expected to make up to two (2) updates to the tabloid.

Deliverables:

- Ten (10) Meeting Summaries
- Project Tabloid