

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE TOWN OF FAIRVIEW  
CONCERNING THE ENGINEERING FOR: FM 1378 (COUNTRY CLUB ROAD) FROM  
NORTH OF FARMSTEAD RD. TO SOUTH OF FM 2786 (STACY RD.);  
NEW BOND PROJECT #99-00-22**

**WHEREAS**, the County of Collin, Texas (“County”) and the Town of Fairview Texas (“Town”) desire to enter into an agreement concerning the Engineering of FM 1378 (Country Club Rd.), from North of Farmstead Rd. to south of FM 2786 (Stacy Road), in Fairview, 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 Town and County have determined that the improvements may be completed most economically by implementing this agreement.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the Town upon and for the mutual consideration stated herein.

**WITNESSETH:**

ARTICLE I.

The County shall contract with a qualified professional engineer to prepare plans for: *FM 1378 (Country Club Drive) from North of Farmstead Rd. to FM 2786 (Stacy Road)*, hereinafter called the “Project”. The Project shall consist of an alignment study, schematic design, and Environmental Assessment with a Public Hearing. The design shall, at a minimum conform to applicable state manuals.

ARTICLE II.

The County shall provide the town with a copy of the executed engineering contract for the Engineering Services.

ARTICLE III.

The County estimates the total actual cost of the Engineering Services to be \$127,470.98. The town agrees to fund a portion of the total cost of the Engineering Services in an amount not to exceed \$63,735.49. The town shall remit funds for engineering within thirty (30) days after the County executes a Professional Services Agreement.

ARTICLE IV.

The “total cost of the Project” shall include Surveying, Schematic Design, Environmental Assessment and Public Involvement.

ARTICLE V.

If the total cost to Engineer the Project exceeds the amount estimated in Article IV above, the County and Town shall share the excess costs equally.

ARTICLE VI.

The Town 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 VII.

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 VIII.

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 shall lie in Collin County, Texas.

ARTICLE IX.

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.

ARTICLE X.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE XI.

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 XII.

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 XIII.

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.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF COLLIN, TEXAS

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Judge  
Date: 2/8/11

Executed on this 7th day of Feb, 2010, by the County of Collin, pursuant to Commissioners' Court Order No. 2011-067-02-07.

ATTEST:

By: [Signature]  
Name: Michelle Lewis Sirianni  
Title: Town Secretary  
Date: 1-5-11

TOWN OF FAIRVIEW, TEXAS

By: [Signature]  
Name: John Godwin  
Title: Town Manager  
Date: 01/07/11

Executed on behalf of the Town of \_\_\_\_\_ pursuant to Town Council Resolution No. \_\_\_\_\_