

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF LUCAS
CONCERNING THE IMPROVEMENTS OF WEST LUCAS RD. FROM FM 2551 TO FM 1378
NEW BOND PROJECT #07-00-23**

WHEREAS, the County of Collin, Texas ("County") and the City of Lucas Texas ("City") desire to enter into an agreement concerning the improvements of West Lucas Rd. from FM 2551 to FM 1378 in Lucas, Collin County, Texas; TxDOT CSJ #0918-24-194; 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 of Lucas was awarded 2007 Bond Funding for Country Club Rd. at West Lucas Rd. Bond Project #07-034 of which they have \$244,414.17 remaining.

WHEREAS, the West Lucas Rd from FM 2551 to FM 1378 project was awarded \$1,200,000 in Regional Toll Revenue (RTR) Funding by the Regional Transportation Council (RTC), for Engineering, Right of Way and Construction, on October 11, 2012 and concurred by the Texas Department of Transportation Commission on January 31, 2013, Minute Order 113473. This funding requires a twenty percent (20%) local match of \$300,000.

WHEREAS, the City 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 City upon and for the mutual consideration stated herein. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City. The design shall also meet any state requirements.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct improvements to West Lucas Rd. from FM 2551 to FM 1378, hereinafter called the "Project". The Construction improvements include: the total reconstruction of all pavement with an ultimate 46-foot cross-section, 2) minor modification to parallel drainage, 3) partial reconstruction of cross street approaches, 4) utility adjustments, 5) traffic signal modifications, 6) environmental studies, and 7) new right and left turn lanes in various locations. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by 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.

ARTICLE III.

The City shall also acquire one to five acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$1,500,000. The City has secured RTR funding in the amount of \$1,200,000. The local match is twenty percent (20%) or \$300,000. The city agrees to fund \$55,586 and the County agrees to fund \$244,414. The county funding will be reallocated from the 2007 Bond Project #07-034, Country Club Rd. at West Lucas Rd. project. The County shall remit the funding to the City within thirty (30) days after the City executes an engineering contract and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. At the completion of the Project, in its entirety, the City shall provide a final accounting of expenditures. If the actual cost of the Project is less than the estimated cost of \$1,500,000 and the County has participated up to twenty percent (20%) of the actual Project cost, then the City shall reimburse the County such that the county is only participating twenty percent (20%), however the county's participation will not exceed \$244,414. The "total cost of the Project" shall include land acquisition, environmental studies, engineering, construction, inspection, testing, surveying, and construction administration costs including contingencies.

ARTICLE V.

The County's funding participation in the Project shall not exceed \$244,414.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project costs and progress reports every thirty (30) days until Project completion.

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. 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 X.

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 XI.

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

ARTICLE XII.

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 XIII.

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 XIV.

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: Keith Self
Name: Keith Self
Title: County Judge
Date: 11/5/13

Executed on this 4~~th~~ day of Nov, 2013
By the County of Collin, pursuant to Commissioners'
Court Order No. 2013-884-11-04.

ATTEST:

By: Kathy Wingo
Name: Kathy Wingo, TRMC, MMC
Title: City Secretary
Date: September 19, 2013

CITY OF LUCAS, TEXAS

By: Rebecca Mark
Name: Rebecca Mark
Title: Mayor
Date: September 19, 2013

APPROVED AS TO FORM:

By: Joe Gorfida, Jr.
Name: Joe Gorfida, Jr.
Title: City Attorney
Date: September 19, 2013

