

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF ANNA  
CONCERNING THE CONSTRUCTION OF FERGUSON PARKWAY FROM FM 455 TO  
LAKEVIEW ESTATES IMPROVEMENTS  
2007 BOND PROJECT #07-012**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Anna, Texas (“City”) desire to enter into an agreement concerning the design and construction of improvements to Ferguson Parkway (the “Project”) in Anna, 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 2007 Bond Program allocated \$297,000 to Ferguson Pkwy, bond project #07-012; and

**WHEREAS**, the 2007 Bond Program allocated \$259,875 to Rosamond Pkwy from SH 5 to US 75, Bond Project 07-010; and

**WHEREAS**, the 2007 Bond Program allocated \$260,000 to FM 455 from US to East Fork Creek, Bond Project #07-011.

**WHEREAS**, The city requests to reallocate the Rosamond funding (\$259,875) and the FM 455 funding (\$260,000) to the 2007 Bond Project #07-012, Ferguson Parkway from FM 455 to Lakeview Estates; and

**WHEREAS**, the City and County have determined that the improvements may be constructed 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.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange to construct improvements to Ferguson Parkway, hereinafter called the “Project”. The Project shall consist of design and construction of two additional lanes from FM 455 south to Rattan Elementary. The Project will design and construct a 4-lane divided section from Rattan Elementary to Lakeview Estates. The Project will design and construct two lanes across the frontage of Lakeview Estates. The Project is a total distance of approximately 3,800 feet. 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.

**ARTICLE II.**

The City shall review and approve the plans and specifications for the improvements, review construction bids and approve the amount of the construction contract price for the improvements. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the construction contract(s) for the Project.

**ARTICLE III.**

The City shall acquire all right-of-way that is necessary for the construction of the Project.

**ARTICLE IV.**

The City estimates the total actual cost of the project to be \$1,633,750. The County agrees to fund one half of the total cost to construct the improvements. The funds are available from the 2007 Bond

Project #07-012, Ferguson Pkwy in the amount of \$297,000, from 2007 Bond project #07-010, Rosamond Pkwy in the amount of \$259,875 and from 2007 Bond Project #07-011, FM 455 in the amount of \$260,000 for a total not to exceed \$816,875. The County shall remit \$816,875 to the City within thirty (30) days after the City has authorized execution of the construction contract and issued a Notice to proceed to the selected contractor, whichever occurs later. 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 is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, utility relocation, construction, inspection, testing, street lighting, landscaping, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$816,875.

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 cost 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 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: 1/6/15

Executed on this 6th day of January, 2015, by the County of Collin, pursuant to Commissioners' Court Order No. 2015-007-01-05.

**ATTEST:**

By: Natha Wilkison  
Name: Natha Wilkison  
Title: City Secretary  
Date: 12/17/14

**CITY OF ANNA, TEXAS**

By: Phillip Sanders  
Name: Phillip Sanders  
Title: City Manager  
Date: 12/17/2014

Executed on behalf of the City of Anna pursuant to City Council Resolution No. 2014-12-09

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Clark McCoy  
Title: City Attorney  
Date: \_\_\_\_\_