

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PLANO  
CONCERNING THE ASPHALT SURFACING OF DUBLIN ROAD  
FROM THE PARKER CITY LIMITS TO FM 544**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between the City of Plano, Texas, a Texas home-rule municipality (hereinafter referred to as "Plano"), and the County of Collin, Texas, (hereinafter referred to as "the County").

**WHEREAS**, the Interlocal Cooperation Act authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, Plano and the County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically section 791.011 regarding contracts to perform governmental functions and services; and

**WHEREAS**, Plano and the County enter into this Agreement concerning the asphalt resurfacing of Dublin Road from the City of Parker City Limits ("Parker") to FM 544, a distance of approximately 3000 feet, in and adjacent to Plano and the City of Murphy, Texas ("Murphy"); and

**WHEREAS**, Plano and Murphy have entered into a separate agreement that apportions the Murphy share of the cost of resurfacing to be paid by Plano; and

**WHEREAS**, the County and Cities have determined that the improvements may be constructed most economically by implementing this Agreement; and

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plano and the County agree as follows:

**ARTICLE I.**

Plano shall arrange the asphalt surfacing for Dublin Road from Parker City Limits to FM 544, a distance of approximately 3000 feet, hereinafter called "Project". All improvements shall be constructed to meet or exceed the current Collin County standards.

**ARTICLE II.**

Plano shall coordinate the purchase of materials and all construction activity required for the completion of this project.

**ARTICLE III.**

No right-of-way is needed for this project.

**ARTICLE IV.**

The total actual cost of the project is estimated to \$190,000.00. The County agrees to fund \$34,200.00 (18%) of the resurfacing cost. The County shall remit this amount to Plano within thirty (30) days after Plano requests payment.

**ARTICLE V.**

If the total cost to construct the Project is different from the amount estimated in SECTION 4 above, Plano and the County shall share the excess costs in the same percentage.

**ARTICLE VI.**

Plano and the 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 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: Keith Self  
Name: Keith Self  
Title: County Judge  
Date: 8/17/15

Executed on this 24th date of July, 2015, by the County of Collin, pursuant to Commissioners' Court Order No. 2015-403-07-00

**ATTEST:**

By: Lisa C. Henderson  
Name: Lisa C. Henderson  
Title: City Secretary  
Date: 6/23/15

**CITY OF PLANO, TEXAS**

By: Bruce D. Glasscock  
Name: Bruce D. Glasscock  
Title: for City Manager  
Date: 6/23/15

Executed on behalf of the City of Plano pursuant to City Council Resolution No. 2015-6-3(R)

**APPROVED AS TO FORM:**

15  
By: Paige Mims  
Name: Paige Mims  
Title: City Attorney  
Date: June 23, 2015