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**INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY
AND THE CITY OF PARKER
CONCERNING THE WIDENING OF ALLEN HEIGHTS FROM CHAPARRAL ROAD
TO SALISBURY DRIVE
NEW 2007 BOND PROJECT # 07-00-63**

WHEREAS, the County of Collin, Texas ("County") and the City of Parker, Texas ("City") desire to enter into an agreement concerning Allen Heights from Chaparral Road to Salisbury Drive Improvements (the "Project") in Parker, Collin County, Texas; and

WHEREAS, the City of Parker was allocated funding from the 2003 Bond Program for McCreary Road from Parker Rd to McWhirter Rd., Project #03-041. The City has savings in the amount of \$227,753 that they wish to reallocate to the Allen Heights Project.

WHEREAS, the City of Parker was allocated funding from the 2007 Bond Program for McCreary Road from Parker Rd to McWhirter Rd., Project #07-055. The City has savings from that project and wishes to reallocate \$311,320 to the Allen Heights Project.

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

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

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 Allen Heights Rd, hereinafter called the "Project". The Project shall consist of constructing the eastern two lanes of a four lane divided roadway, a distance of approximately 2200 feet. The 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 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 approximate right-of-way thru platting, in accordance with final design plans.

ARTICLE IV.

The total original cost of the project is estimated at \$1,078,146. The County agrees to fund an amount not to exceed \$539,073. The county will remit 50 percent of the funding to the City within thirty (30) days after the City issues a Notice to Proceed to the design engineer and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after the City issues a Notice to Proceed to the lowest responsible bidder and the City requests payment or upon the availability of bond funds. At the completion of the Project, the City shall provide to the County a final accounting of expenditures for the Project, in a form reasonably satisfactory to the County, which demonstrates that County participation in Project costs has not exceeded 50% of the actual final Project Costs.

ARTICLE V.

The County's participation in the Project shall not exceed \$539,073.

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, quarterly, 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 DAMAGED (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 Amended 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:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: *Keith Self*
Name: Keith Self
Title: County Judge
Date: 6/21/16

Executed on this 21st day of June,
2016, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2016-416-00-20

ATTEST:

CITY OF PARKER, TEXAS

By: *Patti Scott Gray*
Name: Patti Scott Gray
Title: City Secretary
Date: 5/23/2016

By: *[Signature]*
Name: 2 Marshall
Title: Mayor
Date: 5/23/2016

Executed on behalf of the City of
Parker pursuant to City Council
Resolution No. _____

APPROVED AS TO FORM:

By: *[Signature]*
Name: JANEE E. SHERIDAN
Title: City Attorney
Date: May 17, 2016

