

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Lucas, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH
COURT ORDER NO. 97-576-08-25 (Copy Attached)

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to timely pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them for

work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

Any payments for Work performed under this Agreement that are not made within thirty days from when such payments are due shall accrue interest as prescribed by the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

III.

To the fullest extent allowed by law, each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement.

IV.

This Agreement shall be effective October 1, 2018, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2022 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

6. Notices, correspondence, and all other communications shall be addressed as follows:

If to Collin County:

Name: Gina Zimmel

Address: 2300 Bloomdale, Suite 3160

McKinney, TX 75071

E-mail: gzimmel@collincountytexas.gov

Phone: 972-548-4119

FAX: 972-548-4694

If to City:

Name: Stanton Foerster
Address: 6465 Country Club
Lucas, TX 75002

E-mail: stfoerster@lucastexas.us

Phone: 972 912 1208

FAX: 972 727 0091

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

Dispute Resolution

Notice & Conference

If a party believes that the other party has not met, or is not meeting, an obligation under this agreement, the party will contact the other's representative to discuss the issue. If the aggrieved party does not believe that this informal contact, discussion, and ensuing efforts have fixed the issue, then the party will notify the other party's representative in writing of the party's belief or complaint with reasonable detail to permit the other party to address the issue. The other party will then have a reasonable time to address the issue and improve its performance. This initial process will take no more than 14 calendar days, unless the parties agree otherwise.

If discussions between the parties' representatives do not resolve the issue, then the County Judge, or County Administrator from Collin County and the Mayor, City Manager, from the City of Lucas will meet in person to discuss and try to resolve the issue. This process will take no more than 5 business days, unless the parties agree otherwise.

Prerequisites to Filing for ADR or a Lawsuit

Neither party may file a claim or lawsuit in any forum before (i) the parties are finished using the cooperation procedures set forth above.

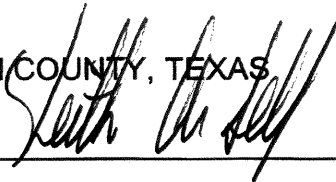
By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

By signing this agreement, no party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.

A party will not assign its rights or obligations under this agreement, in whole or in part, to another person or entity without first obtaining the other party's written consent.

Date: 6/12/18

COLLIN COUNTY, TEXAS
By: 

Title: County Judge

Date: 4-20-18

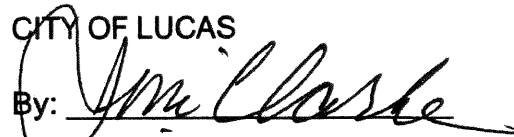
CITY OF LUCAS
By: 
Title: City Manager

Exhibit A

City of Lucas and Collin County Shared Roadway Maintenance

1. **Aztec Trail (CR 303)** – The north/south portion is not maintained by the city.
2. **Brockdale Park Road (CR 967)** – The maintenance of this street is handled via a separate agreement between the City of Lucas and Collin County. Starting at FM 3286, the first 1600 feet is maintained by the city, the next 250 feet is not maintained by the city, the northern half of the next 1325 feet is maintained by the city, the next 2000 feet is not maintained by the city, the next 2000 feet is maintained by the city, the next 1000 feet is not maintained by the city, the next 200 feet is maintained by the city.
3. **Dayton Avenue (CR 391)** – The northern 700 feet is maintained by the city.
4. **Lewis Lane (CR 254)** – The northern 3000 feet is within the city limits. No portion of the rest of the roadway is in the city limits and will not be maintained by the city.
5. **Orr Road (CR 317)** – From Forest Grove Road to Winningkoff Road is maintained by the city. None of the roadway north of Forest Grove Road is maintained by the city.
6. **Rock Ridge Road (CR 719)** – The southern 350 feet is maintained by the city.
7. **Snider Lane (CR 319)** – Starting at E Lucas Road (FM 3286), the eastern half of the first 1325 feet is maintained by the city, all of the next 1425 feet is maintained by the city, the eastern half of the next 1050 feet is maintained by the city, the northern half of the next 1225 feet is maintained by the city. From that western boundary of Lakeview Downs to Winningkoff Road is maintained by the city.

City of Lucas Roadway Maintenance

- A. All portions of Cimarron, Claremont Springs, and Edgewood Estates subdivisions are in the City of Lucas.
- B. **Brookhaven Drive** is no longer CR 170.
- C. **CR 321** will be renamed soon.
- D. **CR 1034** will be renamed soon.
- E. **East Winningkoff Road** is no longer CR 309.
- F. **Forest Grove Road** is no longer CR 265.
- G. **Ingram Lane** is no longer CR 262.
- H. **Osage Lane** is no longer CR 302.
- I. **Welborn Lane** is no longer CR 318.
- J. **West Estelle Lane** is no longer CR 306.
- K. **West Lucas Road** is no longer CR 263.
- L. **Winningkoff Road** is no longer CR 309.