

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE TOWN OF ST. PAUL
CONCERNING THE ENGINEERING FOR: FM 2514 (PARKER ROAD) FROM LAVON
PARKWAY TO 250 FEET SOUTH OF CURVE AT BUTSCHER'S BLOCK;
ADDED LIMITS TO BOND PROJECT #99-00-17**

WHEREAS, the County of Collin, Texas ("County") and the Town of St. Paul ("Town") desire to enter into an agreement concerning the Engineering of FM 2514 (Parker Rd.), from Lavon Parkway to 250 feet South of the curve at Butscher's Block, in St. Paul, Collin County, Texas; and

WHEREAS, Collin County approved a contract with Birkhoff, Hendricks and Carter, L.L.P. to provide engineering services for FM 2514 (Parker Rd.) from FM 2551 to East of FM 1378 (Lavon Parkway) on July 26, 2005, Court Order #2005-538-07-26 for \$174,700 and amendment number 1 on April 19, 2010, Court Order No. 2010-267-04-19 for \$403,200 bringing the total contract amount to \$577,900; 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 Town 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 Town upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The County shall contract with a qualified professional engineer to prepare plans for: *FM 2514 (Parker Rd.), from Lavon Parkway to 250 feet South of the curve at Butscher's Block*, hereinafter called the "Project". The Project shall consist of field survey, schematic design, and Environmental Assessment with a Public Hearing. The design shall, at a minimum conform to applicable state manuals.

ARTICLE II.

The County shall provide the town with a copy of the executed engineering contract for the Engineering Services of the section of FM 2514 (Parker Road) from Lavon Parkway to 250 feet south of the curve at Butscher's Block.

ARTICLE III.

The County estimates the total actual cost of the Engineering Services of the Project to be \$216,850. The county has an existing contract with Birkhoff Hendricks and Carter, L.L.P for the engineering of FM 2514 (Parker Road) from FM 2551 to FM 1378. There is a savings on that contract of \$132,650 therefore the difference is \$84,200. The town agrees to fund this portion of the total cost of the Engineering Services in an amount not to exceed \$84,200. The town shall remit funds for engineering within thirty (30) days after the County executes a Professional Services Agreement.

ARTICLE IV.

The "total cost of the Project" shall include Surveying, Schematic Design, Environmental Assessment and Public Involvement.

ARTICLE V.

If the total cost to Engineer the Project exceeds the amount estimated in Article IV above, the County and Town shall share the excess costs equally.

ARTICLE VI.

The Town 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 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 a 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: [Signature]
Name: _____
Title: County Judge
Date: 4/15/13

Executed on this 15th day of April, 2013, by the County of Collin, pursuant to Commissioners' Court Order No. 2013-280-04-15.

ATTEST:

By: [Signature]
Name: Bruce Dunn
Title: Town Secretary
Date: 1/24/13

TOWN OF ST. PAUL, TEXAS
By: [Signature]
Name: Opie Walter
Title: Mayor
Date: 1-24-13
Executed on behalf of the Town of St Paul pursuant to Town Council Resolution No. 12-12-10

**TOWN OF SAINT PAUL, TEXAS
RESOLUTION NO. 12-12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAINT PAUL, TEXAS, AUTHORIZING THE TOWN MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY TO FUND ENGINEERING SERVICES FOR PARKER AND ST PAUL ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Saint Paul has requested Collin county to provide certain road engineering services within the Town; and

WHEREAS, the Town and the County have agreed that they can, pursuant to the provisions of an interlocal cooperation agreement entered in accordance with Chapter 791 of the Texas Government Code, provide for such engineering services and payment of the cost thereof; and

WHEREAS, the Town Council of the Town of Saint Paul, having determined that the interlocal cooperation agreement presented by the County will provide a benefit to the Town and the health, safety and welfare of the citizens of Saint Paul, finds it to be in the public interest to enter the agreement with the County regarding the administration of the engineering services project;

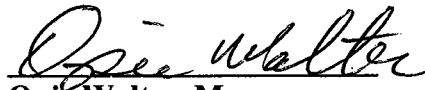
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SAINT PAUL, TEXAS, THAT:

SECTION 1. The Mayor is hereby authorized to sign on behalf of the Town the interlocal cooperation agreement with the County in the form attached hereto as Exhibit "A" and made part hereof for all purposes, which Agreement is in all respects approved by the Town Council.


SECTION 2. This Resolution shall take effect immediately upon approval, and it is accordingly so resolved.

Duly passed and approved by the Town Council of the Town of Saint Paul, Texas, this 10th day of December, 2012.

APPROVED:


Opie Walter, Mayor

ATTEST:



Bruce Dunn, Town Secretary

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RECEIVED
PURCHASING AGENT

