

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF LUCAS**

WHEREAS, the County of Collin, Texas (“County”) and the City of Lucas, Texas (“City”) desire to enter into an Agreement concerning the acquisition of real property needed to realign and improve sections of existing F.M. Highway 1378 and F.M. Highway 3286 at or adjacent to their intersection in the City of Lucas, Collin County, Texas (the “Project”); 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 City and County have determined that the real property acquisition, roadway realignment and improvements may be facilitated most efficiently and economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit motorists as well as County and City residents; and

WHEREAS, this Agreement will support or advance the mission of County and City as it relates to planning, development and construction of transportation infrastructure within Collin County and the City of Lucas;

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 County shall arrange for the acquisition of approximately 2.194 acres of land located on the north side of the F.M. Highway 1378/3286 intersection in the City of Lucas, hereinafter called the “Property” on behalf of the City and the Texas Department of Transportation (TXDOT) pursuant to a separate agreement between the County and TXDOT.

ARTICLE II.

The County shall prepare and execute all documents necessary to acquire the “Property” on behalf of the City and TXDOT and in such activities, shall comply with all state statutory requirements.

ARTICLE III.

The County estimates the total cost of "Property" identified for purchase to be \$800,000.00, excluding closing costs. The County agrees to acquire the "Property" on behalf of the City and TXDOT, and the City shall reimburse the County the amount of **\$300,000.00** as its portion of the acquisition cost of the "Property" within sixty (60) days of closing. The County shall provide the City a copy of closing documents indicating the final purchase price, a copy of the title policy and a copy of the deed showing the County received ownership of "Property".

ARTICLE IV.

The City of Lucas's participation in the Project shall not exceed \$300,000.00 as indicated in Article IV above, and shall be made from current revenues available to the City. The County shall be responsible for costs associated with obtaining a title policy, document preparation fees and closing.

ARTICLE V.

F.M. Highway 1378 and F.M. Highway 3286 are Farm to Market Roads maintained by the State of Texas Department of Transportation (TXDOT). The City and county agree to work with TXDOT to develop a roadway/intersection alignment across "Property" similar to what is depicted on Exhibit "A" (attached) that meets current TXDOT requirements.

ARTICLE VI.

Upon TXDOT approval of a new alignment for F.M. Highway 1378 and F.M. Highway 3286 the County shall convey to TXDOT the portion of said "Property" required as right-of-way for realignment and future roadway improvements, and shall convey the remainder of said "Property" to the City of Lucas in furtherance of the Project and this Agreement.

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, judgements 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 conveyance of "Property" by Collin County to TXDOT and the City of Lucas.

ARTICLE XIV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: *Keith Self*
Name: Keith Self
Title: County Judge
Date: 4/10/17

Executed on this 10TH day of APRIL,
2017, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2017-183-03-20.

ATTEST:

By: *Blacy Henderson*
Name: Blacy Henderson
Title: City Secretary
Date: 4-6-17

CITY OF LUCAS

By: *Jim Oik*
Name: Jim Oik
Title: Mayor
Date: 4-6-17

Executed on behalf of the City of
Lucas pursuant to City
Council Resolution No. 2017-04-00459

APPROVED AS TO FORM:

By: *Julie Dasher*
Name: Julie Dasher
Title: City Attorney
Date: 4/6/17