

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement"), is made and entered into pursuant to the Interlocal Corporation Act (the "Act"), Chapter 791 of the Texas Government Code between **Collin County, Texas** ("County"), a body corporate and politic, acting by and through its Commissioners Court and the **Magnolia Pointe Municipal Utility District No. 1 of Hunt County** ("District"), a special district acting by and through its Board of Directors.

**WHEREAS**, County is a local government as defined by the Act, and as such is lawfully permitted to enter into an interlocal agreement:

**WHEREAS**, District is a local government as defined by the Act, and as such is lawfully permitted to enter into an interlocal agreement:

**WHEREAS**, County desires District's assistance in performing certain governmental functions and services:

**WHEREAS**, District desires to assist County in performing certain governmental functions and services:

**WHEREAS**, this Agreement benefits District by improving access to and promoting the development of property within the boundaries of District, and delaying significant expenditures of public funds for road improvements until such improvements are necessary.

**THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

### **I. BASIC TERMS**

1. County, by and through its Commissioners Court, hereby affirmatively finds that Collin County will receive a benefit as the result of the Project (defined below).

2. County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.

3. County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently construct the Project on its own.

4. District, by and through its Board of Directors, hereby affirmatively finds that District is specifically authorized by law to individually and independently construct the Project on its own.

5. County and District agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party.

6. County and District affirmatively find that the performance of this Agreement in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of responsibilities and costs associated with the Project fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

7. Neither County nor District intends for any third party to obtain a right by virtue of this Agreement. District and County agree there shall be no waiver of sovereign immunity by either party as to the other party, and all third parties, which regard to this Agreement and the obligations imposed hereunder, and the Project itself.

8. District and County understand and agree that District is a separate and independent local government entity for purposes of this agreement, that no partnership or joint venture is formed or agreed upon, and that at no time will District's employees, agents or assignees be deemed for any purpose to be employees, agents or assignees be deemed for any purpose to be employees or agents of County and vice versa.

## **II. PURPOSE**

The purpose of this Agreement is to provide for the maintenance, repair and improvement of portions of County Road No. 678 and County Road 1213, under the terms and conditions set forth in this Agreement.

## **III. TERM**

The term of this Agreement will be from the date of execution by the last party hereto until the earlier of (i) the City of Josephine annexes the Project Site (defined below), or (ii) the Project Site is abandoned as a County right-of-way. Neither party may terminate this Agreement without the other party's prior written consent. District's obligations to maintain the Project Site shall survive the termination of this Agreement and shall continue until such time as the City of Josephine annexes the Project Site (defined below).

## **IV. PROJECT DESCRIPTION**

The Project ("Project") contemplated by this Agreement is described as the maintenance, repair and improvement of County Road No. 678 and County Road No. 1213 located inside the boundaries of District which District and County mutually agree need improvement, as described and illustrated on Exhibit "A" attached hereto and incorporated herein by reference.

## **V. PROJECT LOCATION**

The location for the Project is identified by on Exhibit "A" attached hereto and incorporated herein by reference ("Project Site").

## **VI. SCOPE OF WORK**

### **COUNTY'S RESPONSIBILITIES:**

The County will allow construction, modification and maintenance by District of existing County Road No. 678 and County Road No. 1213 in the area shown in Exhibit A, including the existing R-O-W, as mutually determined to be necessary by the District and County and as further described below.

The County has no obligation to acquire new or expand existing **R-O-W** for this project.

### **DISTRICT'S RESPONSIBILITIES:**

At no cost to County, District will have the right to construct, modify and maintain approximately 4,000 feet of such portion of the road by approximately 20 feet on average (not to exceed 30 feet) as reflected on Exhibit A (the "Work").

District will, at its sole expense, be responsible for the maintenance of the Project Site and the Work. Prior to performing any of the Work, District will provide County with proof of insurance coverage, with County as an "also insured" providing insurance coverage of the same or greater amounts required by County of road and bridge contractors performing work for County. Coverage will be maintained by District for the construction of the Work until the Work is complete, and all known claims related to the construction thereof are resolved, or two years after completion of the Work, whichever occurs last. The District will complete construction of the Work as needed to support improvements within the District. The project will be constructed and maintained to County standards. District shall consult with County Public Works staff as necessary to ensure the Work is performed in a manner that meets established County standards for similar roads and as necessary to ensure such traffic control and public safety measures are implemented during the Work so as to protect motorists. The contacts for the District and the County as listed below shall be the primary points of contact for the parties during the Work.

During all periods, other than periods of construction, District will assure motorists unobstructed through access through those portions of the Work.

## **VII. MISCELLANEOUS**

1. 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.
2. Nothing in this Agreement shall create any rights or obligations as to any party who is not a signatory to this Agreement.
3. This Agreement shall be deemed mutually negotiated and drafted, and shall not be construed against District or County as the drafting party.

4. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties. The effective date of this Agreement is the date signed by both parties, regardless of which party signs last.

5. To the extent permissible by law, District will indemnify and hold County harmless for all actions, or failures to act, of District pursuant to this agreement, including , but not limited to, the design, acquisition, construction, improvement, repair, maintenance and/or operation of the Project. Venue for all purposes is Collin County, Texas.

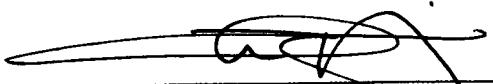
6. Notices, correspondence, and all other communications shall be addressed as follows:

**If to County:** Collin County  
Jon Kleinheksel  
Public Works Director  
700 Wilmet Road, #A  
McKinney, Tx. 75069  
Email: jkleinheksel@co.collin.tx.us

**If to District:** Magnolia Pointe Municipal Utility District No. 1 of Hunt County  
c/o Coats Rose, P.C.  
14755 Preston Road, Suite 600  
Dallas, Texas 75254  
Attn: Mindy Koehne  
Email: mkoehne@coatsrose.com

**IN WITNESS WHEREOF**, the parties have executed Agreement on the dates indicated.

**COLLIN COUNTY:**

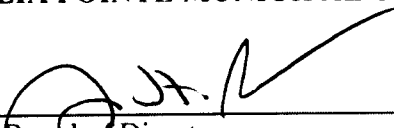
  
\_\_\_\_\_, Collin County Judge

16 SEP 2020  
\_\_\_\_\_  
Date

**ATTEST:**

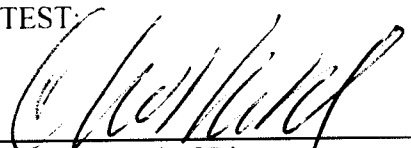
\_\_\_\_\_  
\_\_\_\_\_, Collin County Clerk

**MAGNOLIA POINTE MUNICIPAL UTILITY DISTRICT NO. 1 OF HUNT COUNTY:**

  
\_\_\_\_\_  
President, Board of Directors  
Magnolia Pointe Municipal Utility District No. 1  
of Hunt County

  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors  
Magnolia Pointe Municipal Utility District No. 1  
of Hunt County

  
\_\_\_\_\_  
Date

# EXHIBIT "A"



DOUBLE R PASS



678

1213

678

COLLIN CO  
HUNT CO

