

INTERLOCAL COOPERATION AGREEMENT BETWEEN
COLLIN COUNTY, TEXAS AND FANNIN COUNTY, TEXAS
ADDRESSING THE AGREED MAINTENANCE
RESPONSIBILITY FOR CERTAIN ROADS

This AGREEMENT is entered into on the date fully executed, by and between **COLLIN COUNTY, TEXAS**, and **FANNIN COUNTY, TEXAS**, ("Counties"), each duly organized and existing under the laws of the State of Texas, and each acting herein and through its duly authorized official.

WITNESSETH

WHEREAS, it is in the best interests of the citizens of both Counties to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, the boundaries between the two Counties is not clearly established by formal state survey in an area which includes roads known as County Roads 633, 635, and 676 ("Roads"); and

WHEREAS, the cost of conducting a formal state survey of this magnitude is prohibitive, and the Counties have already been operating under a cooperative understanding for years that Collin County has been maintaining C.R. 633 and part of C.R. 676 which are paved roads and Fannin County has been maintaining C.R. 635 which is a gravel road; and

WHEREAS, the Counties are authorized to enter into an agreement to establish the cooperative maintenance of roads pursuant to Chapter 791, Government Code; and

WHEREAS, the Counties believe that memorializing the understandings as set forth herein is in each County's best interest.

NOW, THEREFORE in consideration of the promises, terms, and agreements herein set forth, Collin County and Fannin County agree as follows:

1. Incorporation of Recitals.

All of the recitals and preambles herein above stated are found to be true and correct and are incorporated herein and made a part of this Agreement. Neither County either admits or denies the original responsibility for the Roads by entry into this Agreement.

2. Obligation of Collin County.

The obligation of Collin County under this Agreement is to hereafter maintain the Roads identified as County Road 633 and County Road 676 to Collin County standards for the term of this Agreement.

3. Obligation of Fannin County.

The obligation of Fannin County under this Agreement is to hereafter maintain the road identified as County Road 635 to Fannin County standards for the term of this Agreement.

4. Future paving of C.R. 635.

In the event that Collin County elects in their sole discretion to improve C.R. 635 by paving it, such shall be at Collin County's sole cost and expense. However, once paved, it shall be Fannin County's responsibility to maintain C.R. 635 as a paved road, and all maintenance and repair of the improved road shall be at the sole cost and expense of Fannin County. This maintenance obligation shall survive the term of this Agreement.

5. Term.

The term of this Agreement is One (1) year beginning on the date of the last signature. This Agreement shall automatically renew for successive One (1) year terms thereafter unless either County gives written notice to the other County of an intent not to renew at least 60 days prior to the end of the then-existing term.

This Agreement may be terminated on 60 days' written notice and opportunity to cure by the non-defaulting County to the defaulting County for failure of the defaulting County to carry-out its obligations hereunder.

6. Approval.

This Agreement must be approved by the Commissioners Court of each County to be effective. By their signatures below the signors represent that this Agreement has been approved by the Commissioners Court of the County for which he or she signs.

7. Current Revenues.

Any funds spent by either County to carry out its obligations hereunder will be paid from current revenues available to the County.

8. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the Counties on the subject matter of this Agreement and is binding on the Counties and their legal representatives, receivers, executors, successors, agents and assigns.

9. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both Counties.

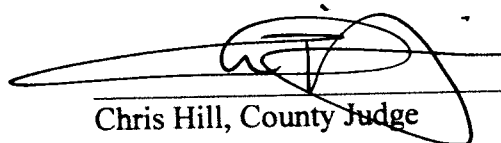
10. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

11. Waiver. No waiver by either County of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

12. Signature Authority. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective Counties for which they sign.

13. Multiple Counterparts. This agreement may be executed in multiple counterparts, each of which constitutes an original.

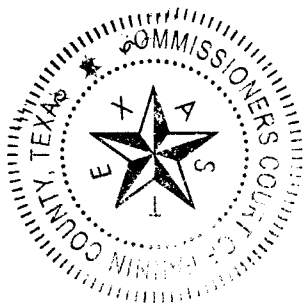
COLLIN COUNTY, TEXAS


Chris Hill, County Judge

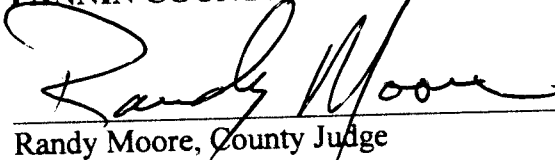
6 OCTOBER 2020
Date

Attest:

County Clerk

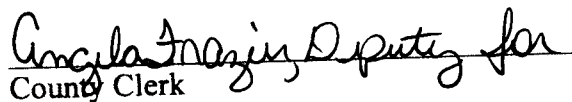


FANNIN COUNTY, TEXAS


Randy Moore, County Judge

10-20-2020
Date

Attest:


County Clerk

