

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF PARKER  
CONCERNING THE DESIGN OF CITY OWNED WATER UTILITY RELOCATIONS  
FOR THE FM 2551 ROADWAY WIDENING PROJECT  
NEW 2007 BOND PROJECT # RI070074**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Parker, Texas (“City”) desire to enter into this agreement (“Agreement”) concerning the design of the relocation of City owned water utility relocations along FM 2551 (“Project”) in Parker, Collin County, Texas; 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 improvements may be constructed most economically by implementing this Agreement; and

**WHEREAS**, the City of Parker has remaining 2007 Bond funds from project code RI070074, Parker Rd Utility relocation project, that the City would like to reallocate for use on this Project; and

**WHEREAS**, the County has entered into an Advanced Funding Agreement (AFA) with The Texas Department of Transportation (TxDOT) to fund the construction of the water line relocations within the City of Parker, which will utilize the TxDOT Contractor for the FM 2551 from FM 2514 to FM 2170 Roadway widening project; and

**WHEREAS**, the AFA stipulates that the County will be charged for any costs that exceed the estimated construction costs as specified in the AFA and it is the County’s intent to recoup any potential charges from the City of Parker;

**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 City shall arrange to design the Project. The Project shall consist of the design for the relocation of the City Water Lines between Curtis Lane and Regal Way. All improvements shall be designed to meet or exceed the City’s roadway design standards and criteria and shall be constructed in accordance with the plans and specifications approved by the City.

**ARTICLE II.**

The City shall prepare plans and specifications for the improvements and provide those plans to TxDOT for incorporation in the FM 2551 from FM 2514 to FM 2170 roadway widening

project. In all such activities, the City shall comply with all statutory requirements applicable to a municipal public work and Texas Department of Transportation project. The City shall provide the County with a copy of the executed design contract(s) for the Project. Changes to the Project, other than what was submitted for the initial project ranking, or which alter the initial funding set forth in Article IV, must be reviewed and approved by Collin County.

### ARTICLE III.

The City estimates the total actual cost of the Project to be one hundred and eighteen thousand five hundred and seventy dollars (\$118,570) ("Estimated Project Cost"). The County agrees to participate in the Project by allocating fifty-nine thousand two hundred and eighty-five dollars (\$59,285) (the "County Participation Amount") to the performance of the Project. The County shall remit the County Participation Amount to the City within thirty (30) days after the City issues a Notice to Proceed to the design engineer and the City submits a written request for payment to the County. The County Commissioners Court may revise this payment schedule based on the progress of the Project. If the payment schedule is revised and that revision results in the City facing the potential of incurring an unfunded debt in violation of the Texas Constitution the City, in its sole discretion, shall be free from any obligation or commitment to continue working on or complete the Project until the next installment of the County Participation Amount is paid to City.

If the actual cost to design the Project (collectively the "Actual Project Cost") is less than the Estimated Project Cost, and the County has participated up to fifty percent (50%) of the total Estimated Project Cost for the 2007 Bond funding, then the City shall reimburse to the County an amount equal to the difference between the Estimated Project Cost and the Actual Project Cost such that the County has only contributed fifty percent (50%) of the Actual Project Cost. The City shall remit any such reimbursement to the County following City's final acceptance of the Project and along with an itemized final accounting of expenditures for the Project. As used herein, the terms "Estimated Project Cost" and "Actual Project Cost" may include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

The County has entered into an Advanced Funding Agreement (AFA) with the Texas Department of Transportation. At the time the agreement was entered, the City's engineer estimated the construction costs at \$1,009,600. If costs to construct the improvements go over the estimated costs, as stipulated in the AFA, and TxDOT bills the County, the County will use the remainder of the City of Parker's bond funds (\$58,506) to cover the overage and any balance will be the responsibility of the City. The City will remit the balance to the County within thirty (30) days after the County submits a written request for payment to the County.

### ARTICLE IV.

The County's participation in the Project shall not exceed fifty-nine thousand two hundred and eighty-five dollars (\$59,285).

## ARTICLE V.

The City shall also provide **monthly progress reports throughout the Project**. Following completion of the Project, the City shall provide an **itemized final accounting of expenditures** for the Project.

## ARTICLE VI.

The City 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.**

EXPENSES FOR ENFORCEMENT. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

**ARTICLE XIV.**

FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**ARTICLE XV.**

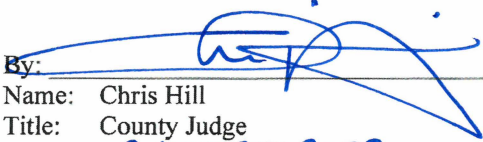
TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period.

*[Signature page follows.]*


**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

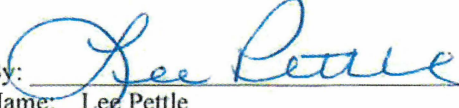
**COUNTY OF COLLIN, TEXAS**

By:   
Name: Chris Hill  
Title: County Judge  
Date: 9 AUGUST 2022  
Executed on this 9<sup>th</sup> day of AUGUST  
2022 by the County of Collin,  
pursuant to Commissioners' Court  
Order No. 2022-20-08-08

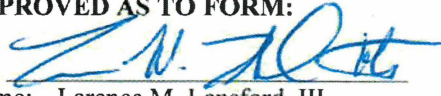
**ATTEST:**

By:   
Name: Patti Scott Grey  
Title: City Secretary  
Date: July 19, 2022

**CITY OF PARKER, TEXAS**

By:   
Name: Lee Pettie  
Title: Mayor  
Date: July 19, 2022  
Executed on behalf of the City of  
Parker pursuant to City Council  
Resolution No. 2022-705

**APPROVED AS TO FORM:**

By:   
Name: Larence M. Lansford, III  
Title: City Attorney  
Date: July 19, 2022