

**INTERLOCAL AGREEMENT BETWEEN
CITY OF LUCAS, TEXAS AND COLLIN COUNTY, TEXAS**

This INTERLOCAL AGREEMENT ("Agreement") by and between CITY OF LUCAS, TEXAS, a political subdivision of the State of Texas ("City of Lucas"), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas ("Collin County"), is entered effective as of the date signed by both parties. ("Effective Date")

A. CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the repair, improvement, and maintenance of approximately 3,360 feet of East/West Aztec Trail, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the City Council of the City of Lucas and the Commissioners Court of Collin County; and

WHEREAS, Collin County provides these services to the citizens of Collin County, and has the capacity to service the needs of the City of Lucas; and

WHEREAS, City of Lucas and Collin County have investigated and determined that it would be advantageous and beneficial to both Collin County and the City of Lucas and its inhabitants for Collin County and City of Lucas to jointly repair, improve, and maintain approximately 3,360 feet of East/West Aztec Trail (the "Property"); and

WHEREAS, City of Lucas wishes to engage Collin County to repair, improve, and maintain East/West Aztec Trail and City of Lucas desires to engage Collin County to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to City of Lucas and to the people of City of Lucas, Texas, including but not limited to the benefit of fostering public safety; and

WHEREAS, the governing bodies of City of Lucas and Collin County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, City of Lucas and Collin County deem it to be in the best interest of both entities to enter into this Agreement relative to the repair, improvement, and maintenance of East/West Aztec Trail and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, City of Lucas and Collin County agree as follows:

B. DEFINITIONS

"Property" means approximately 3,360 feet of East/West Aztec Trail located in City of Lucas, Texas, and which is the subject of this Agreement.

"Services" means the routine and preventative maintenance, repairs to pavement, shoulders, and drainage structures, necessary reconstruction or resurfacing, and traffic control and safety measures during construction of the Property that Collin County will perform using Collin County equipment.

C. SERVICES TO BE PERFORMED

City of Lucas agrees to engage Collin County to repair, improve, and maintain approximately 3,360 feet of East/West Aztec Trail located in City of Lucas, Texas, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

D. COVENANTS

1. This Agreement is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and other applicable laws of the State of Texas.

2. The purpose of this Agreement is to establish the terms under which the Parties will jointly repair, improve, and maintain a certain road located within or adjacent to the corporate limits or extraterritorial jurisdiction of the City of Lucas, identified as East/West Aztec Trail and further defined herein as the Property.

3. The County shall be responsible for performing or contracting for the following services related to the Property:

- Routine and preventative maintenance of the road
- Repairs to pavement, shoulders, and drainage structures
- Necessary reconstruction or resurfacing
- Traffic control and safety measures during construction

All work shall be performed in accordance with applicable engineering standards and laws.

4. The Parties agree to share all eligible costs associated with the repair and maintenance of the Property on a fifty percent (50%) Collin County/fifty percent (50%) City of Lucas basis.

5. Eligible costs include, but are not limited to: labor, materials, equipment, engineering and inspection services, and contracted construction costs.

6. Before a service commences, Collin County shall invoice the City of Lucas for its fifty percent (50%) share of of the estimated cost for that project. The City of Lucas shall remit payment within 30 days of receipt of an invoice. Upon receipt of the payment, Collin County shall commence the service.

7. The parties intend that Collin County shall determine which Services are necessary for the repair, improvement, or maintenance of the Property and Collin County shall determine the date to

commence Services.

8. The parties intend that Collin County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Collin County shall not be considered an agent, employee, or borrowed servant of City of Lucas.

9. Collin County acknowledges and understands that City of Lucas makes no warranties, either expressed or implied, as to the safety of the Property before, during, or after Collin County performs the Services. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards may exist on the Property before, during, or after Collin County performs the Services. Collin County's or other persons' presence and activities on the premises during the performance of Services may expose both Collin County and Collin County's property, as well as the other persons and their property, to dangerous conditions, risks and hazards. Collin County acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions.

10. Collin County realizes and acknowledges that there are both natural and man-made risks and hazards associated with being on the Property and with utilizing the Property before, during, or after Collin County performs the Services. Collin County agrees and understands that City of Lucas assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made on Property.

11. The parties shall provide written approval for the Project in a separate document from this Agreement (the "Resolution") that describes the Project's type and location, in accordance with Texas Government Code §791.014.

E. CONDITIONS

If additional payment becomes required for the Services provided by Collin County, then City of Lucas shall pay for these Services from the current revenues available to City of Lucas as required by Texas Government Code §791.011.

F. 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.

G. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

H. AMENDMENTS, SUPPLEMENTS, ETC.

This Agreement may be amended, modified, and/or supplemented only by a written agreement signed by both parties.

I. 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.

J. VENUE

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 for any disputes arising under this Agreement shall lie in Collin County, Texas.

K. INDEMNIFICATION

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. Nothing contained herein shall be deemed a waiver of any governmental immunity defenses available under State or Federal law for the Parties.

L. EXPENSES FOR ENFORCEMENT

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or 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.

M. 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.

N. TERM

A party may terminate this Agreement by giving ninety (90) days' written notice to the other party. If the City of Lucas fails to make a payment as required within the 30 days of the date of

invoice under Section D.6., Collin County may terminate the Agreement.

O. EXECUTION AND EFFECTIVE DATE

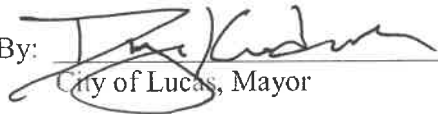
The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

COLLIN COUNTY, TEXAS

Date: _____ By: _____
Collin County Judge

CITY OF LUCAS, TEXAS

Date: 1/15/26 By: 
City of Lucas, Mayor