

**INTERLOCAL AGREEMENT FOR INSTALLATION OF FIBER OPTIC CABLE BY  
AND BETWEEN THE CITY OF CELINA, TEXAS AND THE CELINA INDEPENDENT  
SCHOOL DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF CELINA, TEXAS AND THE CELINA INDEPENDENT SCHOOL DISTRICT, FOR INSTALLATION OF FIBER OPTIC CABLE** (“Agreement”) is made and entered into by and among the City of Celina, Texas, a home-rule municipal corporation, hereinafter referred to as ("Celina") and the Celina Independent School District, a political subdivision of the State of Texas ("CISD"). CISD and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the “Effective Date”).

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

WHEREAS, CISD and Celina are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, installation of Phase 3 of Fiber Optic Cable (the “Project”); and

WHEREAS, CISD and Celina have determined that the Project may be completed most economically by implementing this Agreement; and

WHEREAS, each of the Parties has current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

**I.  
TERM**

The Term of this Agreement shall begin on the Effective Date and shall continue until the completion of the Project and the payment of all sums.

**II.  
PROJECT**

2.1 Project. The Project shall consist of the installation of Phase 3 of Fiber Optic Cable to be identified as Phase 3-A, depicted in **Exhibit A1**, attached hereto and incorporated herein for all purposes, Phase 3-B, depicted in **Exhibit A2**, attached hereto and incorporated herein for all purposes, and Phase 3-C, depicted in **Exhibit A3**, attached hereto and incorporated herein for all

purposes. The Parties agree Celina shall oversee management of the Project, which shall include, in accordance with state law, preparing specifications required to complete the Project, accepting bids, awarding a contract to complete the Project and administering the construction contract. The Project will begin no later than ninety (90) days from the Effective Date; however, Celina shall notify CISD of any reasonable commercial delays of this start date for the Project necessitating an extension. Upon completion of the Project, maintenance of the Project will be subject to the Interlocal Agreement for Fiber Optic Cable entered into by Celina and CISD on March 31, 2023.

### **III. COST PARTICIPATION**

3.1 Cost Participation. The opinion of probable cost, depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes, estimates the total costs of the Project to be eight hundred eleven thousand seven hundred seventeen and twenty-three cents (\$811,717.23) (“Project Cost”). The Project Cost shall be divided according to the appropriate phase of the Project and each Party agrees to contribute as follows:

- (a) Phase 3-A is estimated to cost a total of two hundred forty-nine thousand nine hundred twenty-eight and twelve cents (\$249,928.12). Celina agrees to contribute fifty (50) percent of the Project Cost of Phase 3-A, and CISD agrees to contribute fifty (50) percent of the Project Cost of Phase 3-A.
- (b) Phase 3-B is estimated to cost a total of one hundred twenty-seven thousand one hundred eighty-four and thirteen cents (\$127,184.13). CISD agrees to contribute one hundred (100) percent of the Project Cost of Phase 3-B.
- (c) Phase 3-C is estimated to cost a total of four hundred thirty-four thousand six hundred four and ninety-eight cents (\$434,604.98). Celina agrees to contribute one hundred (100) percent of the Project Cost of Phase 3-C.

3.2 Cost Overages. Each Party agrees to contribute their proportionate share, as outlined above, for any increase to costs originally estimated in the opinion of probable cost.

### **IV. RELEASE AND HOLD HARMLESS**

**TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, 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.**

**THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.**

**V.  
AUTHORITY TO EXECUTE**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

- (a) CISD has executed this Agreement pursuant to duly authorized action of the CISD Board of Directors on \_\_\_\_\_, 202\_\_.
- (b) Celina has executed this Agreement pursuant to duly authorized action of the Celina City Council on \_\_\_\_\_, 202\_\_.

Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**VI.  
MISCELLANEOUS PROVISIONS**

- 6.1 Assignment. This Agreement is not assignable.
- 6.2 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The only parties to this Agreement are Celina and CISD.
- 6.3 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. All payments due under this Agreement will be payable in Collin County, Texas.
- 6.4 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 6.5 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

6.6 Remedies. No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

6.7 Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.8 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

6.9 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

6.10 Pursuit of a Governmental Function. Both Celina and CISD have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either Party in the terms of this Agreement shall not make such Party an agent or representative of the other Party.

6.11 Notification. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall be effective on the earlier of (a) on the third (3<sup>rd</sup>) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To Celina:                      City of Celina  
   Attention: City Manager  
   142 North Ohio Street  
   Celina, Texas 75009  
   Telephone: (972) 283-2682

Facsimile: (972) 382-3736

With a copy to: Julie Fort  
Messer Fort, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Telephone: (972) 668-6400  
Facsimile: (972) 668-6414

To the District: Celina Independent School District  
Attention: Superintendent  
205 S. Colorado Street  
Celina, Texas 75009

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

**[SIGNATURE PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by signing below:

**CITY OF CELINA, TEXAS**

By: \_\_\_\_\_  
Robert Ranc, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lauren Vaughns, City Secretary

**CELINA INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Tom Maglisceau, Superintendent

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A1**  
**Phase 3-A**

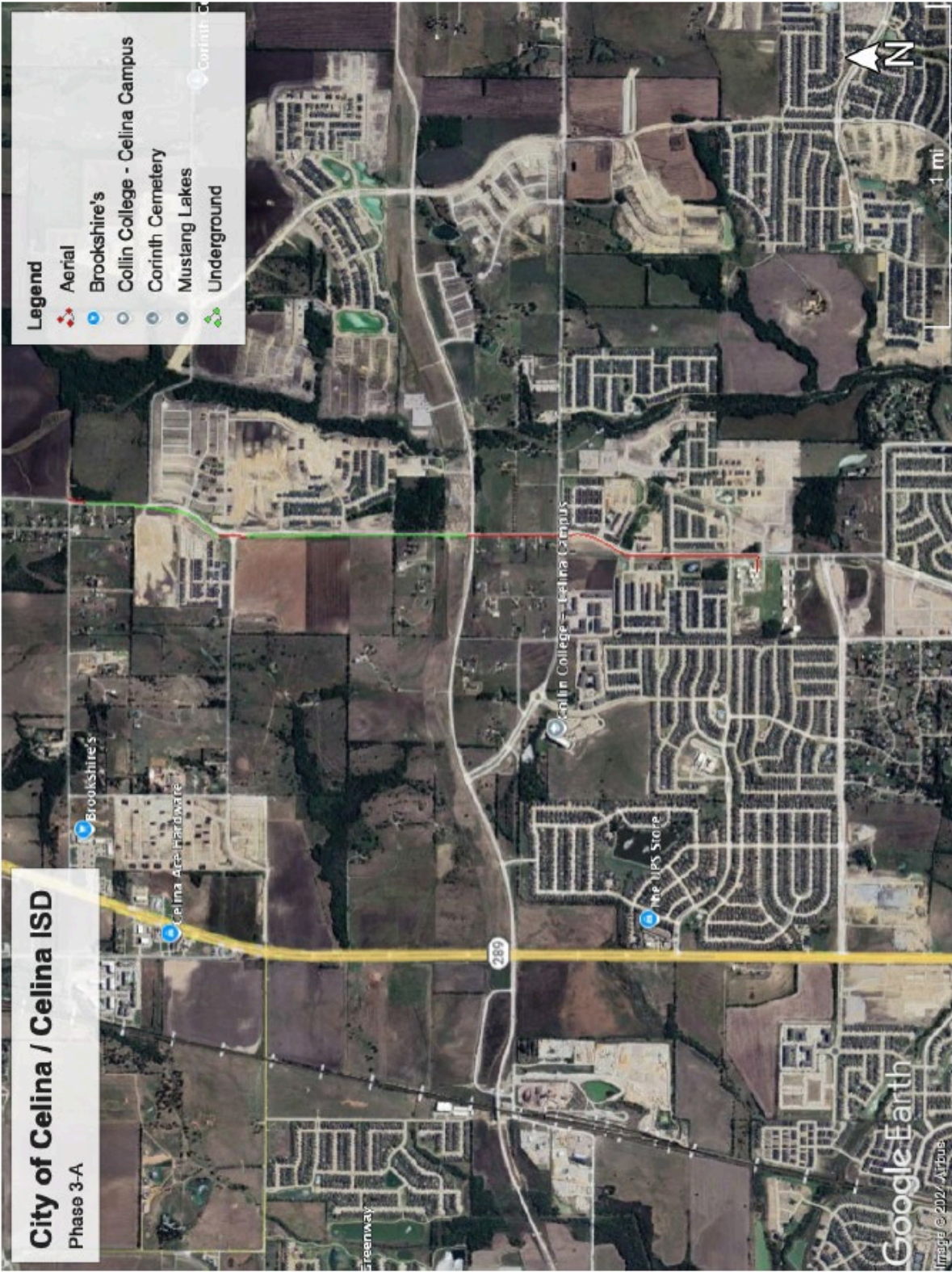
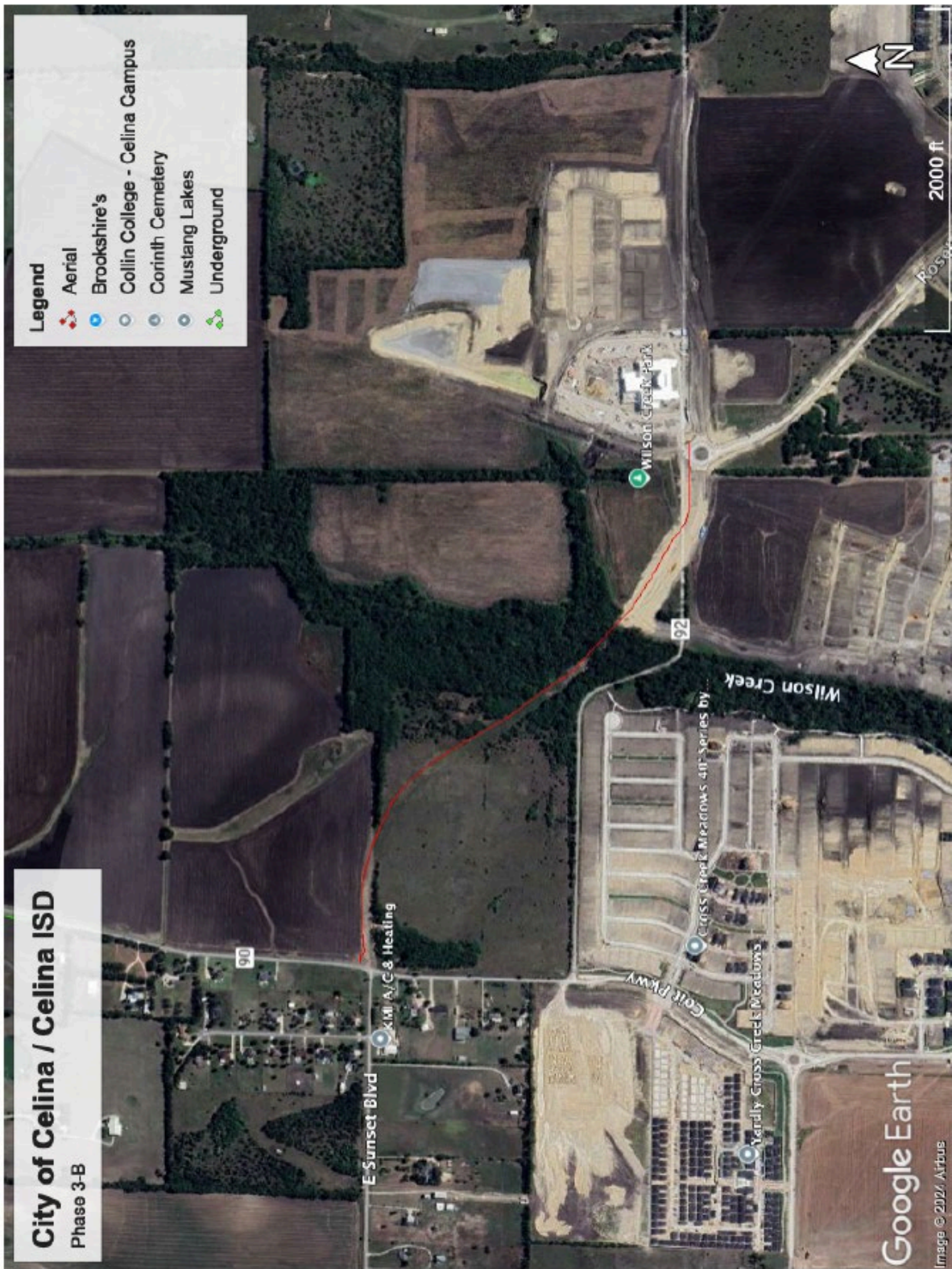
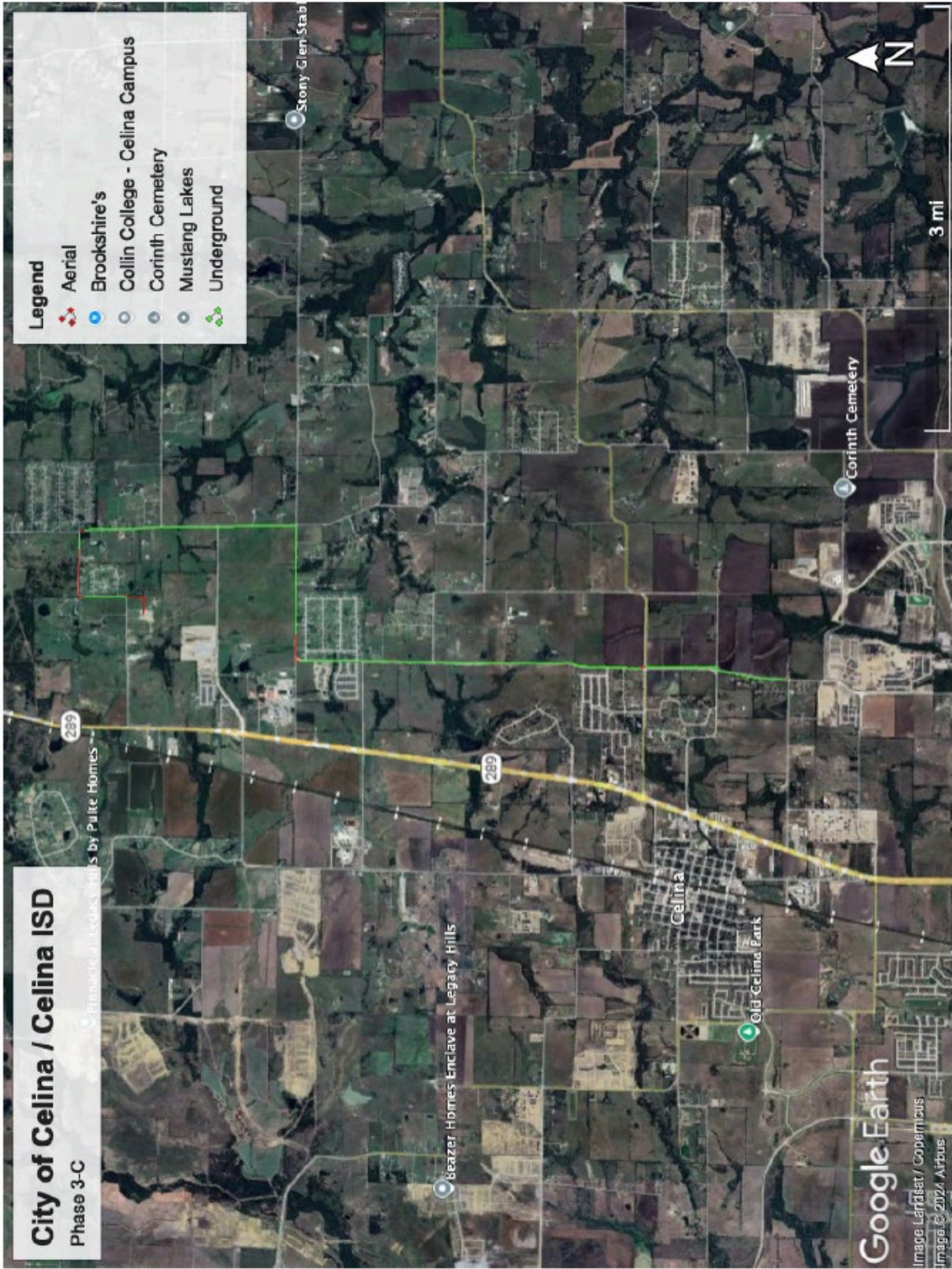




Exhibit A2  
Phase 3-B



**Exhibit A3**  
**Phase 3-C**



**Exhibit B**  
**Estimated Opinion of Probable Costs**

	<b>Phase 3A</b>	<b>Phase 3B</b>	<b>Phase 3C</b>
<b>Fiber Feet</b>	14509	5364	42898
<b>Fiber Cost (96 strand)</b>	\$ 9,285.76	\$ 3,432.96	\$ 27,454.72
<b>Construction Cost</b>	\$ 218,765.78	\$ 112,501.06	\$ 370,136.60
<b>Contingency</b>	\$ 21,876.58	\$ 11,250.11	\$ 37,013.66
<b>Total</b>	<b>\$ 249,928.12</b>	<b>\$ 127,184.13</b>	<b>\$ 434,604.98</b>