

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF MURPHY  
REGARDING COST PARTICIPATION FOR ADDITIONAL CULVERT AND  
RETAINING WALL WORK ALONG  
FM 2551 (MURPHY RD.) FROM FM 544 TO FM 2514  
Bond Project #03-081**

**WHEREAS**, the County of Collin, Texas (“County”) and the City of Murphy, Texas (“City”) desire to enter into an agreement concerning cost participation with the Texas Department of Transportation (TxDOT) for additional culvert and retaining wall work along FM 2551 from FM 544 to FM 2514 (TxDOT CSJ # 2056-01-045); 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 the County have entered into an agreement with the Texas Department of Transportation (TxDOT) to share the additional costs of this culvert and retaining wall work. CO# 2013-1017-12-16; and

**WHEREAS**, the total additional cost of the work is \$131,046.23 and the county’s share according to the approved TxDOT agreement is \$40,970.40; and

**WHEREAS**, the City and County have determined that the improvements are of regional significance, and merit partnership between the two agencies.

**WHEREAS**, the City has funds allocated to Bond Project #07-053, (Betsy Ln. from FM 2551 to McCreary Rd.) available for the county match; and.

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged.

**WITNESSETH:**

**ARTICLE I.**

The City shall sent TxDOT their share of the Local Transportation Project Advanced Funding Agreement (Hereinafter called “TxDOT Agreement”) funding for the culvert and retaining wall work in the amount of \$40,970.40 and the County will sent their share of the TxDOT Agreement in the amount of \$40,970.40.

**ARTICLE II.**

The County shall reallocate its portion of the funding from the City of Murphy's 2007 Bond Project #07-053, Betsy Lane from FM 2551 to McCreary Rd. in the amount of \$40,970.40. These funds will be reallocated to the FM 2551 from FM 544 to FM 2514 project #03-081.

**ARTICLE III.**

The City shall prepare for the County documentation showing funds have been submitted to TxDOT for their portion of the TxDOT Agreement.

**ARTICLE IV.**

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 V.**

**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 VI.**

**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 VII.**

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 VIII.**

ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties. This Agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

**ARTICLE IX.**

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.

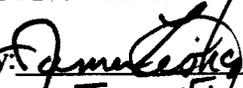
**ARTICLE X.**

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.

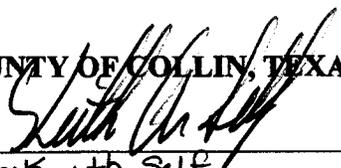
**ARTICLE XI.**

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.

**APPROVED AS TO FORM:**

By:   
Name: James Fisher  
Title: City Manager  
Date: March 31, 2014

**COUNTY OF COLLIN, TEXAS**

By:   
Name: Keith Self  
Title: County Judge  
Date: 4/22/14  
Executed on this 21<sup>st</sup> day of April.



2014, by the County of Collin,  
pursuant to Commissioners' Court  
Order No. 2014-209-04-21.

**ATTEST:**

By: Juni Johnson  
Name:  
Title: City Secretary  
Date: 03/31/2014

**CITY OF MURPHY, TEXAS**

By: James Fisher  
Name: James Fisher  
Title: City Manager  
Date: March 31, 2014  
Executed on behalf of the City of  
Murphy pursuant to City Council  
Resolution No. 14-R-790

**APPROVED AS TO FORM:**

By: Amy Hester  
Name:  
Title: City Attorney  
Date: 4/1/14