

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF MURPHY
CONCERNING THE DESIGN AND CONSTRUCTION OF BETSY LANE FROM FM 2551 (NORTH MURPHY
ROAD) TO MCCREARY ROAD
2007 BOND PROJECT #07-053**

WHEREAS, the County of Collin, Texas ("County") and the City of Murphy, Texas ("City") desire to enter into an agreement concerning the construction of Betsy Lane from FM 2551 (North Murphy Road) to McCreary Rd. in Murphy, 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 of Murphy was awarded 2007 Bond Funding for Betsy Lane from FM 2551 (North Murphy Road) to McCreary Rd., Bond Project #07-053.

WHEREAS, the Betsy Lane from FM 2551 (North Murphy Road) to McCreary Rd. project was awarded \$2,560,480 in Regional Toll Revenue (RTR) Funding by the Regional Transportation Council (RTC), for Engineering, Right-of-Way and Construction, on October 11, 2012 and concurred by the Texas Department of Transportation Commission on January 31, 2013.

WHEREAS, the City and County have determined that the improvements may be completed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City. The design shall also meet any state requirements.

WITNESSETH:

ARTICLE I.

The City shall arrange to design and construct improvements to Betsy Lane from FM 2551 (North Murphy Road) to McCreary Rd., hereinafter called the "Project". The Project shall consist of design and construction of one mile of the south two lanes of Betsy Lane (25-foot back to back) of a four lane divided thoroughfare with underground storm drainage system. The north two lanes have previously been constructed. The project includes sidewalks, street lighting, limited landscape improvements, irrigation and signage. The project also includes construction of the south half of a 260 foot long bridge over Maxwell Creek. The two north lanes of the Betsy Lane bridge at Maxwell Creek have previously been constructed.

All improvements shall be designed to meet or exceed the current Collin County design standards 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, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City shall also acquire approximately 4 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$3,650,000. The County agrees to fund \$1,047,750. The County shall remit, to the City, 50% of the funding (\$523,875) after the City executes an engineering contract and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. The County will remit the remainder of the funds (\$523,875) within thirty (30) days after the City issues the notice to proceed to the selected contractor or upon the availability of bond funds for this Project, whichever occurs later. At the completion of the Project, in its entirety, the City shall provide a final accounting of expenditures. If the actual cost of the Project is less than the estimated cost of \$3,650,000 and the County has participated up to fifty percent (50%) of the actual cost of Project, then the City shall reimburse the County such that the county is only participating fifty percent (50%). The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, materials testing, and construction administration costs including contingencies.

ARTICLE V.

The County's funding participation in the Project shall not exceed \$1,047,750.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

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 VIII.

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 IX.

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 X.

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 XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE XII.

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 XIII.

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 XIV.

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: _____
Title: _____
Date: _____

ATTEST:

By: Susie Quinn
Name: Susie Quinn
Title: City Secretary
Date: 5-17-16

APPROVED AS TO FORM:

By: Amy Meske
Name: _____
Title: City Attorney
Date: 5-20-16



RECEIVED
PURCHASING AGENT
16 JUN -8 AM 9:47
COUNTY OF COLLIN, TEXAS
By: Keith Self
Name: Keith Self
Title: County Judge
Date: 6/21/16
Executed on this 21st day of June, 2016
By the County of Collin, pursuant to Commissioners
Court Order No. 2016-415-OC-20.

CITY OF MURPHY, TEXAS

By: Eric Barna
Name: The Honorable Eric Barna
Title: Mayor
Date: 5-17-16
Executed on behalf of the City of Murphy
pursuant to City Council
Resolution No. 16-R-829

CERTIFICATE OF CITY SECRETARY

STATE OF TEXAS **§**

COUNTY OF COLLIN §

CITY OF MURPHY §

I, Susie Quinn, the undersigned, City Secretary of Murphy, Texas, a municipal corporation, in the performance of the functions of my office, hereby certify that the attached document is an official true and correct copy of the Resolution No. 16-R-829; approved May 17, 2016 and that I am the lawful possessor and have legal custody of the City records.

Witness my hand and seal of office at my office in Murphy, Texas, this the 19th day of May, 2016.

Ausie Quinn

Susie Quinn, City Secretary



RESOLUTION NO. 16-R-829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MURPHY AND COLLIN COUNTY FOR THE BESTY LANE PAVING AND DRAINAGE IMPROVEMENTS FOR COLLIN COUNTY 2007 BOND PROJECT NO. 07-053; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City Council of the City of Murphy, Texas, finds and determines that it is in the best interest of the City of Murphy to enter into an agreement with Collin County for the Betsy Lane Paving and Drainage Improvements for Collin County 2007 Bond Project No. 07-053.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Murphy, Texas, and are fully incorporated into the body of this resolution.

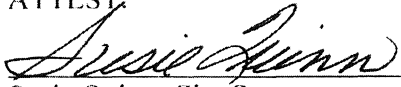
Section 2. That the City Council hereby approves the interlocal agreement between the City of Murphy and Collin County, which is attached hereto as *Exhibit A*.

Section 3. This resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Texas, on this the 17th day of May, 2016.


Eric Barna, Mayor
City of Murphy, Texas

ATTEST:


Susie Quinn, City Secretary
City of Murphy, Texas

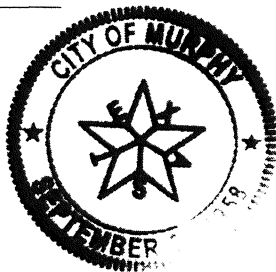


Exhibit A

(Interlocal Agreement)