

**FUNDING AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
MURPHY TRIBUTE ASSOCIATION
2023 PARKS AND OPEN SPACE BOND PROJECT OI23PG08**

WHEREAS, the County of Collin, Texas ("County") and the Murphy Tribute Association, A Texas non-profit corporation ("Association") desire to enter into an Agreement concerning the Murphy Veterans Tribute project in the City of Murphy, Collin County, Texas; and

WHEREAS, the Commissioners Court finds that the expenditure of public funds to Association is in the best interest of Collin County and its citizens; and

WHEREAS, the County has determined that the parks and open space improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the County and the Association find that this Agreement will benefit the residents of Collin County by providing additional and/or enhanced park, recreational and trail facilities; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan; and

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

ARTICLE I

The Association shall arrange for the construction of the Murphy Veterans Tribute project, hereinafter called the "Project".

ARTICLE II

The Association will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE III

The Association estimates the total actual cost of the Project to be \$226,002.00. The County agrees to fund a portion of the total cost for items described in Exhibit "A" in an amount not to exceed \$109,218.00. The County shall reimburse the Association for invoices paid by the Association for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

ARTICLE IV

Collin County's dollar for dollar matching participation in this project shall not exceed \$109,218.00 as indicated in Article IV above. The Association shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE V

The Association shall also provide **quarterly progress reports** in electronic format to the contact identified on Exhibit "A". Following completion of the project, the Association shall provide **an itemized final accounting of expenditures** including the Association's match, in-kind services or donations for the project. All projects for which the County has provided funds through its 2023 Parks and Open Space Bond Program must remain open and accessible to all County residents. Upon development of the property, the Association shall install a **project sign** identifying the project as being partially funded by the Collin County 2023 Parks and Open Space Bond Program.

ARTICLE VI

The County enters into this Agreement with Association for the purposes enumerated in Article I. Association asserts and agrees that Association is an independent contractor and not an officer, agent, servant or employee of Collin County. Association has exclusive control over the details of the activities necessary to accomplish the purposes outlined herein and in Exhibit "A", and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondent superior does not apply as between County and Association, its officers, agents, employees, contractors, subcontractors and consultants. Further, this Agreement does not create a partnership or joint enterprise between County and Association.

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 VIII.

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 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 XIII.

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.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Chris Hill
Title: County Judge
Date: _____

Executed on this ____ day of _____,
20 __, by the County of Collin,

pursuant to Commissioners' Court

Order No. _____.

ATTEST:

MURPHY TRIBUTE ASSOCIATION

By: _____
Name: _____
Title: _____
Date: _____

By: Mary Pat Ellledge
Name: MARY PAT ELLLEDGE
Title: President Board, MVT
Date: Nov. 15, 2024
Executed on behalf of the Murphy
Tribute Association

EXHIBIT "A"

The County will provide funding assistance for the following:

- ☐ All items requested

Total funding
County Project Code OI23PG08

\$109,218

Contact Information

Request for reimbursement submitted to:

Dawn Redwine
dredwine@co.collin.tx.us

Submission of electronic photos and quarterly reports:

Dawn Redwine
dredwine@co.collin.tx.us

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: Bobby Tillman

Address: 6314 Ben Road

Sachse, Tx 75048

Phone: 214-674-9763

Email: bobby@SpecialWebs.com

Bobby Tillman