

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF WYLIE, TEXAS, AND THE CITY OF MURPHY, TEXAS,  
CONCERNING THE CONSTRUCTION OF  
MCCREARY ROAD AT THE INTERSECTION OF FM 544  
(TxDOT PROJECT CSJ# 0619-03-0364)**

This **Interlocal Agreement** (“Agreement”) is entered into to be effective on the date that the last approving Party executes the Agreement, under and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **City of Wylie, Texas**, a Texas home-rule municipality, (“Wylie”), and the **City of Murphy, Texas**, a Texas home-rule municipality, (“Murphy”). Wylie and Murphy are sometimes referred to collectively as the “Parties” or individually as a “Party.”

**WITNESSETH**

**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 governmental functions and services; and

**WHEREAS**, Wylie and Murphy desire to make various improvements to FM 544 at McCreary Road, as evidenced by their respective City Council’s resolutions, attached for all purposes as Exhibit “A” and on map of Project location attached as Exhibit “B”; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 116073 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as improving traffic signals, improving pedestrian signals and adding left turn lane.

**WHEREAS**, the portion of the Project work covered by this Agreement consisting of and identified herein as improving traffic signals, improving pedestrian signals and adding left turn lane at the intersection of FM 544 at McCreary Road (hereinafter “the Project”); and

**WHEREAS**, Wylie and Murphy have determined that the improvements related to the Project may be constructed most economically by entering into an agreement with the Texas Department of Transportation (TxDOT); and

**WHEREAS**, TxDOT, through its Highway Safety Improvement Program (HSIP) has identified this project as meeting the qualifications of its highway improvement program; and

**WHEREAS**, HSIP has determined that, following completion of the Project work, that Wylie has the requisite personnel to effectively and efficiently operate and maintain a signalized intersection, including its traffic signals and traffic signal system; and

**WHEREAS**, the Parties hereto have investigated and determined that it is in the best interest of each of their respective jurisdictions to enter into this Interlocal Agreement.

**NOW, THEREFORE**, this Agreement is made and entered into by Wylie and Murphy, upon and for the mutual consideration hereinafter stated, which Parties hereby agree and understand as follows:

### **Article 1**

This Agreement incorporates the recitals for all purposes and is effective when fully executed by the Parties. The Agreement shall renew annually, subject to the availability of funding by the Parties. This Agreement shall remain in full force and effect unless terminated by mutual agreement of the Parties or terminated in accordance with Article 6, Termination.

### **Article 2 – Wylie’s Responsibilities**

Wylie shall fulfill the following responsibilities, obligations and duties pursuant to this Agreement.

Wylie shall:

- (A) Take the lead-entity role with TxDOT, to coordinate design and construction to completion of the Project.
- (B) Enter into an Advanced Funding Agreement (AFA) or any other agreement with TxDOT to complete the project.
- (C) Finance up-front 100% of the Project’s “Local Entity Cost” directly with TxDOT as per the AFA.
- (D) Provide construction inspection services as required for the Project and allowed by TxDOT.
- (E) Provide Murphy with a Final Invoice of shared costs upon TxDOT acceptance of the final Project.

### **Article 3 – Murphy’s Responsibilities: General**

Murphy shall fulfill the following responsibilities, obligations and duties pursuant to this Agreement.

Murphy shall:

- (A) Provide to Wylie 50% of final “Local Entity Cost,” as presented to and requested by TxDOT upon completion and acceptance of the Project.
- (B) Payment of final costs within thirty (30) days of receipt of a final invoice from the City of Wylie.
- (C) Allow access by City of Wylie staff, TxDOT staff and TxDOT’s contractor to construct and inspect that portion of the Project within Murphy’s right-of-way.
- (D) Assume maintenance responsibility of all improvements within Murphy right-of-way, following final acceptance of the Project.

#### **Article 4 – Compensation**

Neither Party shall receive compensation for any items set forth under this Agreement.

#### **Article 5 – Independent Contractors; Liability**

Wylie and Murphy are not agents, servants, or employees of the other Party and each Party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. Wylie and Murphy further acknowledge that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture or partnership with the other Party to this Agreement.

#### **Article 6 – Termination**

This Agreement may be terminated by mutual written agreement and consent of all Parties or by either Party upon thirty (30) days written notice for failure of the other Party to fulfill the terms and conditions of this Agreement.

#### **Article 7 – Notices**

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below:

City of Wylie  
Attn: City Manager  
300 Country Club Road  
Wylie, Texas 75098

City of Murphy  
Attn: City Manager  
206 N. Murphy Road  
Murphy, Texas 75094

#### **Article 8 – Transfer of Responsibilities**

Wylie shall not transfer its responsibilities for the work under this Agreement unless specifically approved in writing by Murphy.

#### **Article 9 – Amendments**

Changes in the character, costs, provisions, attached Exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all Parties.

### **Article 10 – 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.

### **Article 11 – Prior Agreements Superseded**

This Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties respecting the within subject matter.

### **Article 12 – Current Revenues**

Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

### **Article 13 – Signature Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party they represent.

### **Article 14 – Independent Parties; Immunity**

The Parties agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party.

The Parties acknowledge and agree that, in executing and performing this Agreement, neither Party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to either Party 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.

### **Article 15 – Governing Law; Venue**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

**Article 16 – Recitals**

The recitals to this Agreement are incorporated herein.

**Article 17 – Exhibits**

Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever referred is made to the same.

**Article 18 – Headings**

The headings to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement

**IN WITNESS WHEREOF**, the Parties have executed multiple counterparts to effectuate this Agreement. This Agreement becomes effective when it is last signed.

**CITY OF WYLIE:**

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF WYLIE, TEXAS**, in its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2022, and executed by its authorized representative.

**CITY OF WYLIE, TEXAS**  
a home-rule municipality

By: \_\_\_\_\_  
Brent Parker, City Manager

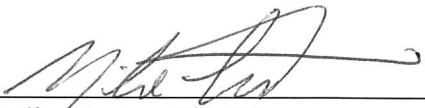
**ATTEST:**

\_\_\_\_\_  
Stephanie Storm, City Secretary

**CITY OF MURPHY:**

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF MURPHY, TEXAS** in its meeting held on the 21<sup>st</sup> day of June, 2022, and executed by its authorized representative.

**CITY OF MURPHY, TEXAS**  
a home-rule municipality

By:   
Mike Castro, City Manager

**ATTEST:**

  
Susie Quinn, City Secretary

**EXHIBIT A**  
**RESOLUTIONS OF THE CITY OF WYLIE AND THE CITY OF MURPHY**

# EXHIBIT B MAP OF PROJECT LOCATION

