

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WYLIE, TEXAS
AND THE CITY OF MURPHY, TEXAS FOR CONSTRUCTION AND MAINTENANCE OF
MAXWELL CREEK TRAIL**

THIS AGREEMENT (the “Agreement”) is made and entered into by and between the City of Wylie, Texas, a home rule municipal corporation of the State of Texas (hereinafter “Wylie”) and the City of Murphy, Texas, a home rule municipal corporation of the State of Texas (hereinafter “Murphy”), each organized and existing under the laws of the State of Texas, and each acting by and through and under the authority of their respective governing bodies and officials. Wylie and Murphy are collectively referred to as the “Parties.”

WHEREAS, Wylie and Murphy are local governmental entities organized under the laws of the State of Texas, both of which have the authority to perform the services set forth in this Agreement individually, and mutually desire to enter into an Interlocal Cooperation Agreement, as provided for in Chapter 791 of the Texas Government Code in order to maximize the benefits to the citizens of Wylie and Murphy to be derived from each taxpayer dollar expended; and

WHEREAS, Wylie and Murphy desire to enter into this Agreement for the purpose of collaborating on the development of Maxwell Creek Trail and ensuring connectivity of the trail between the two cities; and

WHEREAS, Murphy agrees to construct a portion of Maxwell Creek Trail located in the City of Wylie from the eastern city limit boundary of Murphy to McCreary Road in Wylie (hereinafter the “Trail”), as depicted in **Exhibit “A”**, to enable Murphy to provide trail connectivity inside Murphy city limits, namely to connect Maxwell Creek Trail to new residential development in Murphy; and

WHEREAS, Wylie agrees to extend the trail across McCreary Road to ensure trail connectivity; and

WHEREAS, Wylie agrees to waive all related construction permit fees for the Trail and coordinate with Murphy for the inspection of the Trail; and

WHEREAS, Wylie and Murphy value the timely completion of the Trail which creates an integral connection to a shared trail facility, and the Parties are undertaking the Project to facilitate trail connectivity for the citizens of both cities; and

WHEREAS, by approval of this Agreement by the Wylie City Council and the Murphy City Council at open public meetings, each of the Parties have given specific written approval to enter into this Agreement, as required by Tex. Gov’t. Code §791.014(a).

NOW THEREFORE, Wylie and Murphy, for and in consideration of the premises and the mutual covenants set forth in this Interlocal Cooperation Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, in accordance with Tex. Gov’t Code §791.011(d)(1), do hereby AGREE as follows:

ARTICLE 1
INCORPORATION OF PREAMBLES

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

ARTICLE 2
PURPOSE OF AGREEMENT.

Pursuant to Texas Government Code §791.011, Wylie and Murphy hereby enter into this Agreement to perform certain governmental functions and services. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

Murphy, at its sole cost, agrees to construct the Trail located within the City of Wylie, the location of which is more specifically shown on **Exhibit “A,”** attached hereto and incorporated herein for all purposes. Construction of the Trail shall reach substantial completion on or around February 14, 2025, and shall include the following:

- (1) approximately thirty (30) feet of Trail that is sixteen (16) feet wide from the eastern city limit of Murphy to the current back of curb on the western side of southbound McCreary Road; and
- (2) ADA compliant ramp at the connection point to McCreary Road; and
- (3) Approximately fifty (50) feet of Trail that is eight (8) feet wide northward to residential developments in the city limits of Murphy.

Wylie, at its sole cost, agrees to construct additional trail improvements (the “Additional Improvements”), including, but not limited to, pavement markings and median improvements, for crossing of McCreary Road, as determined by Wylie in its sole discretion. Notwithstanding the foregoing, in the event Wylie has not commenced construction on the Additional Improvements by the date Murphy completes its Trail construction obligations under this Agreement, Wylie shall, at its sole cost, install a barrier to restrict pedestrian access to and entry upon McCreary Road from the terminus of the Trail constructed by Murphy. Wylie shall maintain such barrier, at its sole cost, until the Additional Improvements are complete.

Wylie agrees to waive all permit fees related to construction of the Trail inside the City of Wylie. Fees shall only be waived for a contractor operating under a contract with the City of Murphy for construction of the Trail who is also registered with the City of Wylie. Wylie agrees to coordinate inspections with Murphy during and at the completion of Trail construction.

ARTICLE 3
TERM OF AGREEMENT

This Agreement shall be effective as of the ____ day of _____ 2024 and shall continue in force and effect until final completion of the Project and acceptance of the Trail by the City of Wylie. The parties may each elect to terminate this Agreement by mutual agreement of the Parties, except that the terms of the indemnification and the hold harmless provisions contained within Article 6 hereunder shall survive

such termination.

ARTICLE 4 INSURANCE

Murphy agrees to require its contractor or contractors providing services on the Trail pursuant to this Agreement to provide insurance coverage in minimum amounts sufficient to cover liability limits for governmental entities as set forth in the Texas Tort Claims Act, as amended. Each City shall maintain appropriate insurance coverage as required by state law and as necessary to protect against liabilities related to the Trail.

ARTICLE 5 MAINTENANCE OF TRAIL

The Parties agree that upon completion of construction of the Trail and acceptance of the Trail by the City of Wylie, all portions of the Trail within Wylie city limits shall become the property of the City of Wylie, and the City of Wylie shall solely be responsible for the maintenance thereof.

ARTICLE 6 INDEMNIFICATION/LIABILITY

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THEM UNDER FEDERAL OR STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT EACH PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH THE COMPARATIVE RESPONSIBILITY LAWS OF THE STATE OF TEXAS. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY IS PROHIBITED BY ARTICLE III, SECTION 52 AND ARTICLE XI, SECTION 7 OF THE CONSTITUTION OF THE STATE OF TEXAS FROM INDEMNIFYING IT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

ARTICLE 8 RESERVED

ARTICLE 9 NOTICE

Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; sent by electronic mail; or by U.S. Mail, return receipt requested, postage prepaid to:

WYLIE: Office of the City Manager
City of Wylie, Texas
300 Country Club Rd., Bldg. 100
Wylie, Texas 75098

With a copy to:
Abernathy, Roeder, Boyd, and Hullett, P.C.
ATTN: Ryan Pittman
1700 N. Redbud Blvd #300
McKinney, TX 75069

MURPHY: Office of the City Manager
City of Murphy, Texas
206 N. Murphy Rd.
Murphy, Texas 75094

With a copy to:
Messer Fort, PLLC
ATTN: Andy Messer
6371 Preston Road, Suite 200
Frisco, TX 75034

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

ARTICLE 10 MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the Parties hereto out of or affecting this Agreement, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed. The Parties further agree that the provisions of this Article shall not be waived unless as herein set forth.

ARTICLE 11 SAVINGS/SEVERABILITY

In the event that any one or more of the provisions hereof 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

ARTICLE 12 GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by, and in accordance with the laws of the

State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Collin County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas.

ARTICLE 13
ENTIRE AGREEMENT

This Agreement and the exhibits attached thereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any Party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

ARTICLE 14
WAIVER OF TERMS AND CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 15
NO THIRD-PARTY BENEFICIARIES

This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE 16
AUTHORITY OF PARTIES

This Agreement is made by and entered into by the duly authorized officials of each respective governmental entity.

ARTICLE 17
CAPTIONS

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

ARTICLE 18
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Wylie, Texas has caused this Agreement to be executed in two original counterparts, by its duly authorized representative; and the City of Murphy, Texas has caused this Agreement to be executed by its duly authorized representative, to be effective as of the ____ day of _____ 2024.

CITY OF WYLIE, TEXAS
A Texas Municipal Corporation

By: _____
Brent Parker, City Manager

ATTEST:

By: _____
Stephanie Storm, City Secretary

CITY OF MURPHY, TEXAS
A Texas Municipal Corporation

By: _____
Aretha Adams, City Manager

ATTEST:

By: _____
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

By: _____
Susan B. Thomas, PhD, Asst. City Attorney

Maxwell Creek Trail ILA