

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF CARROLLTON, TEXAS**

THIS AGREEMENT is made, entered into, and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter “the County,” and the City of Carrollton, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the City of Carrollton, Texas, hereinafter “the City.” The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement for the purpose of providing for the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway as a 6-lane divided urban roadway within the corporate limits of the City and Denton County Commissioner Precinct #2, hereinafter “the Project;” and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall consist of construction associated with the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway as a 6-lane divided urban roadway within the corporate limits of the City and Denton County Commissioner Precinct #2 with a total project cost which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00).

III.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00) toward satisfactory completion of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City hereby agrees to provide the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities required for satisfactory completion of the Project.

V.

The City agrees to secure a contract for the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities of the Project and to oversee completion of the Project. In addition, the City will ensure all inspections are conducted and approve all payments, including requested funding from the County, as invoices are received.

VI.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VII.

As the City proceeds with the completion of the Project, the City shall submit invoices for reimbursement to the Denton County Auditor, James Wells, 401 W. Hickory Street, Suite 423, Denton, Texas 76201, on a monthly basis, and the County shall reimburse the City for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project. The City shall submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, at the same time invoices are submitted to the Denton County Auditor.

VIII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

IX.

This Agreement may be terminated in whole, or in part, by the County or the City upon thirty (30) days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

X.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Matthew Marchant, Mayor
City of Carrollton, Texas
1945 E. Jackson Road
Carrollton, Texas 75006

Copy To: Mr. Leonard Martin, City Manager
City of Carrollton, Texas
1945 E. Jackson Road
Carrollton, Texas 75006

For County: Honorable Mary Horn
Denton County Judge
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

Copy To: Denton County District Attorney's Office
Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

XI.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

XII.

The County agrees and understands that the County, its employees, servants, agents, and/or representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City.

XIII.

The City agrees and understands that the City, its employees, servants, agents, and/or representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County.

XIV.

The County agrees to accept full responsibility for the acts, negligence, and/or omissions of all County employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with the County.

XV.

The City agrees to accept full responsibility for the acts, negligence, and/or omissions of all City employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with the City.

XVI.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XIX.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed in triplicate originals this _____ day of _____, 2016.

DENTON COUNTY, TEXAS
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

CITY OF CARROLLTON, TEXAS
1945 E. Jackson Road
Carrollton, Texas 75006

By: _____
Honorable Mary Horn
Denton County Judge
Acting by and on behalf of the authority
the Denton County Commissioners Court

By: _____
Honorable Matthew Marchant
Mayor of the City of Carrollton, Texas
Acting by and on behalf of the authority
of the City of Carrollton, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

By: _____
City Attorney

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of
Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, with a total project cost which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00), whereby Denton County shall make a contribution which shall not exceed ONE MILLION FIVE HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS (\$1,503,427.00) toward satisfactory completion of the Project, hereby gives its specific written approval to the Project prior to beginning of the Project in satisfaction of Texas Government Code §791.014.

The description of the Project and its location are as follows: providing the design, engineering, right-of-way acquisition, utility relocations, and all related construction activities for the widening of Marsh Lane from Plano Parkway to Hebron Parkway as a 6-lane divided urban roadway within the corporate limits of the City and Denton County Commissioner Precinct #2.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Carrollton, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court