

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DENTON
AND CITY OF CARROLLTON
FOR
INTERNAL AUDIT SERVICES**

THIS AGREEMENT, (the “Agreement”), is made and entered into by and between the City of Carrollton, Texas a home-rule municipal corporation located in Dallas, Collin and Denton county, Texas (hereinafter referred to as “Carrollton”) and the City of Denton, Texas, a home-rule municipal corporation located in Denton County, Texas (hereinafter referred to as “Denton”).

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, Carrollton and Denton are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens. Part of these governmental functions and services includes internal audit review of various departments including investigation of hotline tips; and

WHEREAS, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the contracting parties; and

WHEREAS, Carrollton has staff which perform internal audit services and Denton has a need for such services; and

WHEREAS, Denton has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, Carrollton and Denton mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

NOW THEREFORE, for mutual consideration hereinafter stated, Carrollton and Denton agree as follows:

**I.
EFFECTIVE DATE**

The effective date of this Agreement shall be January 9, 2018.

**II.
TERM**

The initial term of this Agreement shall be for a period beginning on the effective date of this Agreement, as provided herein, and ending March 31, 2018. Thereafter, upon mutual

agreement of the parties hereto, this Agreement may be renewed for one additional three month term, unless terminated earlier by either Carrollton or Denton as set forth below.

**III.
AGREEMENT**

Carrollton agrees to provide its internal auditor to Denton one to two days per week as mutually agreed ("Services") at an hourly rate of \$90.00. The Services shall include the following:

- A. Perform internal audit services as directed by City of Denton City Council.
- B. Investigate hot line tips as needed.
- C. Prepare written findings of work.

**IV.
PAYMENT/FUNDING**

Denton shall compensate Carrollton at the rate of Ninety and No/100 Dollars (\$90.00) per hour for the time that Carrollton spends performing Services for Denton. Carrollton will invoice Denton for Services rendered as of March 31, 2018. Denton shall make payment to Carrollton within thirty (30) days of receipt of invoice. All charges incurred by Denton as a result of its obligations hereunder shall be paid from current revenues legally available to Denton.

**V.
TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, Denton shall immediately pay all fees which may be due and owing to Carrollton for work performed through the date of termination of the agreement.

**VI.
NOTICE**

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below:

CARROLLTON
Robert Scott
Assistant City Manager/CFO
City of Carrollton
1945 E. Jackson Rd
Carrollton, Texas 75006
Telephone: (972)466-3093
Facsimile: (972)466-4789

DENTON
Bryan Langley
Deputy City Manager
City of Denton
215 E. McKinney St.
Denton, Texas 76201
Telephone: _____
Facsimile: _____

Each party shall notify the other in writing within ten (10) days of any change in the information listed in this section.

**VII.
HOLD HARMLESS**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. Carrollton shall be responsible for its sole negligence. Denton shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**VIII.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Carrollton and Denton and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**IX.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Exclusive venue shall be in Denton County, Texas.

**X.
SEVERABILITY**

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate

XI.
AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the duly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Denton has executed this Agreement pursuant to duly authorized action of the governing body for the City of Denton, Texas on _____, 2018. Carrollton has executed this Agreement pursuant to duly authorized action of the governing body for the City of Carrollton, Texas on _____, 2018.

XII.
ASSIGNMENT AND SUBLETTING

This Agreement may not be assigned without the prior written consent of the parties.

XIII.
INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

XIV.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

EXECUTED in duplicate originals this ____ day of _____, 2018.

ATTEST:

CITY OF CARROLLTON, TEXAS

Laurie Garber, City Secretary

Erin Rinehart, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Meredith Ladd, City Attorney

Robert Scott, Assistant City Manager

CITY OF DENTON, TEXAS

By: _____
Todd Hileman, City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____
