

STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE UNIVERSITY OF NORTH TEXAS AND
THE CITY OF DENTON, TEXAS

THIS AGREEMENT is made and entered into by and between The University of North Texas (hereinafter “UNT”) and the City of Denton, Texas, a home rule municipal corporation (hereinafter “City”). UNT and the City are referred to individually as “Party” and are collectively referred to herein as “Parties.” This Agreement is for the purpose of providing for cost and duty allocation of a traffic study to be conducted to assess the impact of street closures within the UNT campus (hereinafter “Project”); and

WHEREAS, UNT and the City mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act, which provides authorization for a local government to contract with one or more local governments or other state agencies to perform governmental functions and services under the terms of the Act; and

WHEREAS, UNT intends to implement its recently adopted master plan, which includes proposals for street closures and changes in land use densities; and

WHEREAS, the City is in the process of preparing an area plan for the region adjacent to the UNT campus; and

WHEREAS, the City and UNT agree a Traffic Impact Analysis (“TIA”) to identify the impacts of the proposed changes on the surrounding transportation system is proper, and

NOW THEREFORE, the City and UNT, for the mutual consideration stated herein, agree and understand as follows:

WITNESSETH:

I.

This agreement shall be effective as of _____, 2017 and continue unless terminated as provided herein or upon the completion of the TIA and payment of all outstanding invoices related thereto.

II.

Pursuant to Texas Government Code § 791.011, the Parties hereto agree that the purpose of this Agreement is to ensure that certain government functions and services in the area of requesting and conducting a TIA related to future street changes is completed. The Parties further agree that each of them is authorized to perform the functions and services contemplated under this Agreement.

III.

City and UNT agree that the scope of the TIA shall be as more fully described and depicted in Exhibit "A" attached hereto, and incorporated herein and if set out fully. City shall be responsible for hiring the traffic consultant charged with conducting and completing the TIA under the guidelines of Exhibit "A." City and UNT shall share respectively all costs associated with the TIA, each Party hereby responsible for up to \$112,350 each of the total cost of \$224,700 which includes \$174,700 of basic costs and \$50,000 of potential additional services.. Neither party shall exercise the option for the \$50,000 in additional services without written consent of the City Traffic Engineer and Associate Vice President of Facilities at UNT.

IV.

City agrees that it is responsible for direct payment of invoices from the traffic consultant. UNT agrees that it will provide payment of up to \$112,350 directly to the City within thirty (30) days of UNT's receipt of the traffic consultant's invoice from the City at the address below.

V.

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto, with the exception of the City's hiring and retention of a traffic consultant as contemplated herein, wherein UNT agrees to pay the cost share specified above. UNT agrees and understands that UNT, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City agrees and understands that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of UNT.

VI.

UNT shall be responsible for the acts, negligence, and/or omissions of all UNT employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with UNT.

VII.

The City shall be responsible 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.

VIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UNT 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.

IX.

The validity of this Agreement and of 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. Further, this Agreement shall be performable in Denton County, Texas.

X.

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 extent possible.

XI.

The undersigned officer 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.

XII.

This Agreement and its exhibits represent the entire agreement between UNT and the City and supersedes all prior negotiations, representations, and/or agreements, either written or oral, with respect to the subject matter hereto. This Agreement may be amended only by written instrument signed by the governing bodies of both UNT and the City or those authorized to sign on behalf of those governing bodies.

XIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective Agreement fully executed.

XIV.

This Agreement may be terminated by written agreement of the Parties.

XV.

Any written notice that may be necessary under this Agreement shall be delivered certified mail, return receipt requested, to the respective parties addressed as follows:

For City: Todd Hileman
 City Manager
 215 E. McKinney Street
 Denton, Texas 76201

City Copy to: Aaron Leal
 City Attorney
 215 E. McKinney Street
 Denton, Texas 76201

For UNT: _____

UNT Copy to: _____

Executed this _____ day of _____, 2017.

University of North Texas
1155 Union Circle, #311460
Denton, Texas 76203

By: _____

APPROVED AS TO LEGAL FORM:

By: _____
General Council

The City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

By: _____
Todd Hileman,
City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

By:  _____