

ORDINANCE NO. 26-0942

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, TEXAS, A DULY ORGANIZED POLITICAL SUBDIVISION OF THE STATE OF TEXAS, TO EXEMPT DENTON COUNTY FROM NOTIFYING OR SUBMITTING A BUILDING PERMIT FOR ANY NEW CONSTRUCTION OR RENOVATION OF A BUILDING OR FACILITY OWNED BY DENTON COUNTY TO THE CITY OF DENTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County (the "County") and the City of Denton (the "City") mutually desire to enter into an Interlocal Cooperative Agreement (the "Agreement"), attached hereto as Exhibit "A" and fully incorporated herein for all purposes, to exempt the County from notifying or submitting a building permit for any new construction or renovation of a building or facility owned by the County to the City; and

WHEREAS, the City requires that the County continue complying with the building standards of the City during the construction or renovation of a building or facility; and

WHEREAS, the City requires the County or its contractors to continue to obtain permits or approvals for City utility connections, work within public Rights-of-Way, or other approvals expressly required by applicable law that are independent of building permit requirements; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (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 City acknowledge the mutual governmental functions, obligations, and commitments undertaken pursuant to the Agreement constitute adequate consideration under Chapter 791 of the Texas Government Code; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Agreement which is attached hereto and incorporated herein as Exhibit A.

SECTION 3. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and
seconded by _____. This ordinance was passed and approved by the
following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Michael Ferrie Jr., At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY
ATTORNEY

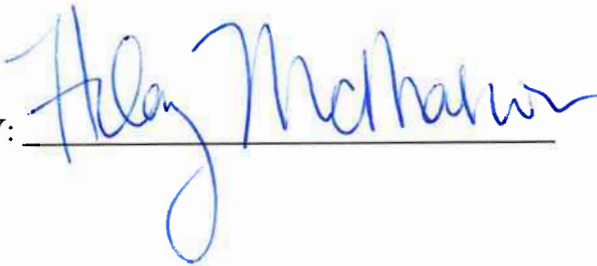
BY:  _____

Exhibit "A"
Interlocal Cooperative Agreement

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
DENTON COUNTY AND THE CITY OF DENTON

THIS AGREEMENT is made, entered into and executed by and between Denton County, a political subdivision of the State of Texas (the “County”), and the City of Denton, a Texas home rule municipal corporation (the “City”). The County and the City are individually referred to as a “Party” and collectively referred to herein as “the Parties.”

WHEREAS, the County has requested the City enter into this Agreement to address County’s responsibility to obtain building permits for new construction or renovation of buildings owned by the County within the City; and

WHEREAS, in acknowledgment of the below mentioned consideration, the City is willing to agree that it will not require the County to notify the City or obtain a building permit for any new construction or renovation of a building or facility owned by the County if the construction or renovation work is supervised and inspected by an engineer or architect licensed in this State; and

WHEREAS, the City requires that the County continue complying with the building standards of the City during the construction or renovation of a building or facility; 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

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon the terms and conditions 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 administrative functions related to building permit issuance for construction or renovation of a building or facility owned by the County. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, each Party is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The City agrees not to require the County to notify the City or obtain building permits when the County is constructing or renovating a building or facility the County owns; however, nothing in this Agreement shall exempt the County or its contractors from obtaining permits or approvals for utility connections, work within public rights-of-way, or other approvals expressly required by applicable law that are independent of building permit requirements.

III.

The Parties acknowledge the mutual governmental functions, obligations, and commitments undertaken pursuant to this Agreement constitute adequate consideration under Chapter 791 of the Texas Government Code.

IV.

For purposes of this Agreement, the terms "building," "facility," and "renovation" include new construction, additions, alterations, restoration, rehabilitation, remodeling, maintenance improvements, historic preservation work, and associated site improvements undertaken by or on behalf of the County. Historic preservation, rehabilitation, restoration, stabilization, archaeological investigations, and preservation-related improvements performed on County-owned historic properties shall constitute construction or renovation activities covered by this Agreement.

V.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and 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: Cassey Ogden, Interim City Manager
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To: Kristi Fogle, Interim City Secretary
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Mack Reinwand, City Attorney
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

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

VI.

In the event of a dispute concerning interpretation of this Agreement or whether a proposed project is subject to its provisions, the Parties shall first attempt to resolve the matter through discussions between the County Administrator or designee and the City Manager or designee before either Party pursues judicial or administrative remedies.

VII.

Nothing in this Agreement shall be construed to delay or prohibit emergency construction, repair, stabilization, or restoration activities undertaken by the County to protect public health, public safety, or governmental operations.

VIII.

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 be in Denton County, Texas.

IX.

Nothing contained in this Agreement shall be construed as an admission or acknowledgment by either Party regarding the scope of municipal regulatory authority over County-owned property or governmental functions. This Agreement is intended solely to memorialize the Parties' mutual agreement concerning permitting procedures and shall not constitute a waiver of any legal right, governmental immunity, or statutory authority possessed by either Party.

X.

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

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

XI.

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.

XII.

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.

XIII.

The undersigned officers and 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.

XIV.

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

Executed this _____ day of _____, 2026.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76209

CITY OF DENTON, TEXAS
215 E. McKinney Street
Denton, Texas 76201

By: _____
Honorable Andy Eads
Denton County Judge

Acting by and on behalf of the authority
of the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

By: _____
Cassey Ogden
Interim City Manager of City of Denton,
Texas

Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

By: _____
City Secretary CITY OF DENTON, TEXAS

This Agreement has been both reviewed and
approved as to operational and business terms

By: _____
Charlie Rosendahl
Director of Development Services of the
City of Denton

Approved as to Legal Form

By:  _____
Mack Reinwand
City Attorney of the City of Denton

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, hereby approves and authorizes this Interlocal Cooperation Agreement for the purpose memorializing City's agreement with County that County is not required to obtain building permits for new construction activity or renovation of buildings owned by the County and located within the City; This Agreement establishes the respective understandings, responsibilities, and obligations of Denton County and the City of Denton as set forth herein

By vote on the date below, the Denton County Commissioners Court has approved the agreement 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