

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE TOWN OF ARGYLE AND THE CITY OF DENTON
FOR
TRAFFIC SIGNAL DEVICE MAINTENANCE SERVICES**

THIS AGREEMENT is made, entered into and executed by and between The Town of Argyle, Texas, a general law type-A municipality, hereinafter “Argyle”; and the City of Denton, Texas, a home rule municipal corporation, hereinafter “Denton” or “the City.” Argyle and the City are collectively referred to herein as “the Parties.”

WHEREAS, Hillwood Communities, hereinafter, “the Developer” is developing a single-family residential subdivision, hereinafter, Hunter Ranch Development, which is located primarily in the City of Denton; and

WHEREAS, the Developer performed a traffic impact analysis for traffic generated by the Hunter Ranch Development (the “TIA”); and

WHEREAS, the TIA report determined that a traffic signal is warranted for the intersection located at Robson Ranch Road and Landmark Trail, which is an intersection located in both the Town of Argyle and the City of Denton; and

WHEREAS, Argyle determined not to install or operate a traffic signal due to the population of Argyle at the location; and

WHEREAS, Argyle and the City mutually desire to enter into this Agreement for the purpose of establishing City’s ongoing maintenance of an actuated traffic signal device consisting of two traffic signal poles and related appurtenances to be located at the intersection of Robson Ranch Road and Landmark Trail in the Town of Argyle as described and depicted on the Traffic Signal Plan (TS23-0001) attached hereto and incorporated herein as Exhibit A, hereinafter “the Traffic Signal” and;

WHEREAS, the Developer is responsible for the engineering design, funding, construction and final acceptance by City of the Traffic Signal, pursuant to the recommendation of the TIA where a traffic signal is to be installed after 500 homes have been sold and occupied; and

WHEREAS, The Developer is required to submit civil engineering construction plans for review, approval, and inspection by the City, 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 Argyle and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the City has reviewed and approved the plans for the Traffic Signal. Upon final acceptance of the Traffic signal by Denton, the City will maintain the Traffic Signal in accordance with its standard policies and procedures for traffic safety.

NOW, THEREFORE, this Agreement is hereby made and entered into by Argyle and the City upon stated herein:

WITNESSETH:

I.

Pursuant to Texas Local Government Code §791.011, Argyle and the City hereby enter into this Agreement to maintain the Traffic Signal. The purpose of this Agreement is to provide a governmental function or service that the City is authorized to perform.

II.

Argyle and the City hereby agree Argyle shall have all access necessary at the intersection including in the right of way, and the City will be responsible for maintenance of the Traffic Signal located within the municipal limits of the Town of Argyle. Argyle is not responsible for any contribution toward the design, construction, and maintenance of the Traffic Signal located within the municipal limits of the Town of Argyle.

III.

The City will manage the engineering plan review, inspections, and maintenance services of the Traffic Signal and shall have all legal responsibility and liability for operation of the signal, including the part of the signal located in Argyle.

IV.

This agreement may be terminated in whole, or in part, by Argyle or the City upon thirty days written notice to the other party. In the event of termination by the Argyle, Argyle will be responsible for the improvements, maintenance, or repairs of the traffic signal located in Argyle municipal limits. In the event of termination by the City, Argyle may remove that portion of the signal located within the town limits of Argyle.

V.

This agreement represents the entire integrated agreement between Argyle 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 Gerard Hudspeth, Mayor
 City of Denton, Texas
 215 East McKinney Street
 Denton, Texas 76201

Copy To: Lauren Thoden, City Secretary
Mack Reinwand, City Attorney
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

For City: Honorable Rick Bradford, Mayor
Town of Argyle, Texas
308 Denton Street
Denton, Texas 76226

Copy To: Candi Smith, Town Secretary
Town of Argyle, Texas
308 Denton Street
Denton, Texas 76226

VI.

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 the City of Denton, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in the City of Denton, Texas.

VII.

Argyle agrees and understands that the Argyle, 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 Argyle.

VIII.

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

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.

X.

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.


XI.

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 Traffic Signal beginning on the date of execution of this Agreement and continuing until terminated as provided herein by either Party.

Executed this _____ day of _____, 2024.

TOWN OF ARGYLE, TEXAS
308 Denton Street
Argyle, Texas 76226

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

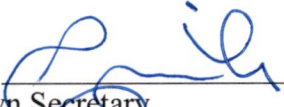
By: 

Honorable Rick Bradford
Town of Argyle, Texas
Acting by the authority
of the Town of Argyle, Texas

By: _____
Sarah Hensley
City Manager
City of Denton, Texas

ATTEST:

ATTEST:

By: 

Town Secretary

By: _____
City Secretary

