

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DENTON AND DENTON COUNTY, TEXAS, REGARDING THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF CINDY LANE AND US 380 (UNIVERSITY DRIVE); AND PROVIDING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

WHEREAS, the City of Denton, Texas (the "City") and Denton County, Texas (the "County") have coordinated with the Texas Department of Transportation (TxDOT) to install a traffic signal at the intersection of Cindy Lane and US 380; and

WHEREAS, TxDOT has completed the requisite traffic analysis of the intersection and has warranted the installation of a signal for the identified intersection; and

WHEREAS, the City and the County believe it is in the best interests of the citizens of the City of Denton and Denton County to install a traffic signal to improve traffic safety; and

WHEREAS, the County will contribute \$250,000 of the approximate \$400,000 of necessary funding for the design and construction of a traffic signal at the intersection of US 380 and Cindy Lane; and

WHEREAS, the City will contribute the remainder of the funds, as well as provide design, project management, coordination with TxDOT and Denton County, and plan reviews and approvals; and

WHEREAS, the City Council finds that the Interlocal Cooperation Agreement is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Manager, or his designee, is hereby authorized to execute Interlocal Cooperation Agreement between the City of Denton, Texas and Denton County, Texas, attached hereto as Exhibit "A," on behalf of the City and is further authorized to carry out the rights and duties of the City under the Interlocal Cooperation Agreement.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.


PASSED AND APPROVED this the _____ day of _____, 2017.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY:  _____

THE STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
 DENTON COUNTY, TEXAS, AND THE CITY OF DENTON, 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, hereinafter “the County,” and the City of Denton, Texas, a Texas home rule municipal corporation, existing under the laws of the State of Texas, hereinafter “the City,” each acting by, through, and under the authority of their respective governing bodies and officials. 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 design, construction, project management, coordination with TxDOT and Denton County, plan reviews and approvals, costs to establish electrical service, and other necessary and customary costs as agreed to by the parties for installation of traffic signals at the intersection of US 380 and Western Boulevard/Cindy Lane, located entirely within the municipal limits of the City and within Denton County Commissioner Precinct #4, 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 both have the authority to perform the services set forth in this Agreement, individually, and hereby mutually desire to enter into this Agreement pursuant to the authority of the Act and agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project involving 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, the City and the County, for and in consideration of the mutual representations, terms, and covenants hereafter set forth and pursuant to the authority granted by the governing bodies of each of the Parties herein, in accordance with Section 791.011, agree as follows:

I.

All matters and recitations stated in the preamble to this Agreement are true and correct

II.

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.

III.

The County and the City hereby agree that the scope of the Project shall be limited to installation of new traffic signals at the intersection of US 380 and Western Boulevard/Cindy Lane at a total estimated cost of completion for the Project of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). Design and construction will be in conformance with City and TxDOT requirements. Eligible costs for reimbursement include design, construction, project management, coordination with TxDOT and Denton County, plan reviews and approvals, costs to establish electrical service, and other necessary and customary costs as agreed to by the parties to this agreement.

IV.

The County hereby agrees to contribute an amount which shall not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) towards satisfactory completion of the Project. The County's contribution is subject to formal approval of funding by the Denton County Commissioners Court.

V.

The City hereby agrees to provide design, construction, project management, coordination with TxDOT and Denton County, plan reviews and approvals, costs to establish electrical service and other necessary and customary costs for satisfactory completion of the Project. In addition, the City will provide all inspections of the Project.

VI.

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, 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.

VII.

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

VIII.

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.

IX.

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.

X.

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

XI.

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

XII.

The City shall submit invoices for reimbursement to the Denton County Auditor, James Wells, 401 W. Hickory Street, Suite 423, Denton, Texas 76201, and at the same time submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. Invoices should be submitted on a monthly basis, and the County shall reimburse the City based on the agreed upon funding obligations of the Parties 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.

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 in whole, or in part, by the County or the City upon thirty (30) days written notice to the other party at any time, with or without cause. In the event of termination

by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

XV.

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

For City: Todd Hileman, City Manager
 City of Denton, Texas
 215 E. McKinney Street
 Denton, Texas 76102

Copy To: Office of the City Attorney
 City of Denton, Texas
 215 E. McKinney Street
 Denton, Texas 76102

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

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

IN WITNESS HEREOF, the City of Denton, Texas and Denton County, Texas have each individually caused this Agreement to be executed by its duly-authorized and empowered officer on the dates set forth below.

Executed this _____ day of _____, 2017.

DENTON COUNTY, TEXAS

110 West Hickory
Denton, Texas 76201

CITY OF DENTON, TEXAS

215 E. McKinney Street
Denton, Texas 76102

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

By: _____
Todd Hilemann
City Manager
Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____
Denton County Clerk


By: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

By: _____

Assistant District Attorney

By:  _____

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 BETWEEN DENTON
COUNTY, TEXAS, AND THE CITY OF DENTON, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, which consists of construction and installation of new traffic signals at the intersection of US 380 and Western Boulevard/Cindy Lane, hereby approves the Project under an Interlocal Cooperation Agreement with the City of Denton. The Project will be performed within the boundaries of the City of Denton and Denton County Commissioner Precinct #4. The total estimated cost of completion for the Project is TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) of which Denton County agrees to contribute an amount not to exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). Design and construction will be in conformance with City of Denton and TxDOT requirements. Eligible costs for reimbursement include design, construction, project management, coordination with TxDOT and Denton County, plan reviews and approvals, costs to establish electrical service, and other necessary and customary costs as agreed to by the parties to this agreement. Denton County, Texas, hereby gives its specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

The local government which requested the Project and with which Denton County, Texas, has contracted is the City of Denton, Texas.

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

Date: _____

Presiding Officer of Denton County Commissioners Court