

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF PROSPER, 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, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter “the County”; and the Town of Prosper, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the Town of Prosper, Texas, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement for the purpose of providing the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385, located entirely in the Town of Prosper municipal limits and Denton County Commissioner Precinct #1, hereinafter “the Project;” and

WHEREAS, the estimated cost of completion for the Project is TWENTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,459,225.00), with the initial County contribution toward satisfactory completion of the Project, based on current available funding, shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00), 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 Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves 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, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town 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.

II.

The County and the Town hereby agree that the scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385, at an estimated cost of TWENTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,459,225.00), whereby the County agrees to make an initial contribution toward satisfactory completion of the Project, based on current available funding, shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00). This funding commitment is intended to serve as the local match for potential regional funding opportunities. The County will endeavor to partner with the Town to seek regional funding opportunities in an effort to complete the timely construction of the project. The Project is located entirely within the municipal limits of the Town of Prosper and Denton County Commissioner Precinct #1.

III.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and construction required for construction and maintenance of the Project. The Town

shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00).

V.

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

VI.

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, 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 Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby 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 Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town 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 Town: Honorable David Bristol, Mayor
Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75087

Copy To: Ms. Michelle Sirianni, Town Secretary
Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75087

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

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209
john.feldt@dentoncounty.gov
cio@dentoncounty.gov

X.

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.

XI.

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

XII.

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

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town 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.

XIV.

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.

XV.

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.

XVI.

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 Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2023.

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

TOWN OF PROSPER, TEXAS
P.O. Box 307
Prosper, Texas 75087

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

By: _____
Mario Canizares
Town Manager of the Town of Prosper, Texas
Acting by and on behalf of the authority
of the Town of Prosper, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

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 gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Gee Road (FM 1385) as a six-lane divided urban roadway between US 380 and FM 1385, with an estimated cost of completion of TWENTY MILLION FOUR HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$20,459,225.00). The Project shall be located entirely within the municipal limits of the Town of Prosper and Denton County Commissioner Precinct #1.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed ONE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,700,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Prosper, Texas.

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