



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 for roads. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

## **II.**

The term of this Agreement shall begin upon execution of this Agreement by both Parties and shall expire upon completion of the project, unless sooner terminated as provided for herein. Any renewals of this Agreement must be in writing and approved by the governing bodies of both Parties.

## **III.**

The County and the City hereby agree that the scope of the Project shall be the County performing reconstruction of a portion of Metz Road. The reconstruction of this road portion shall consist of milling the road surface, reworking the existing base and add flex base, and resurfacing this portion of Metz Road with double course chip seal, including 750 feet, within the municipal limits of the City and Denton County Commissioner Precinct #1.

The road reconstruction under the Agreement shall be expressly limited to providing surface mill, road base stabilization, and road resurfacing with double course chipseal according to the established standards of Denton County.

The County will deliver the milled material and any other salvageable material to a City of Sanger facility. The City will handle all tree trimming and removals before work begins. The City will also be responsible for any resident notifications.

Denton County agrees to pay for the performance of governmental functions or services from current revenues that are available.

## **IV.**

The City hereby agrees to reimburse the County for materials used in the repairs and chipseal of the road in the amount not to exceed \$14,188.31.

## **V.**

The County agrees to provide all necessary construction required for completion of the Project.

## **VI.**

The County agrees to secure a contract for the construction of the Project and to oversee all necessary engineering which may be required for satisfactory completion of the Project. In addition, the County will ensure all inspections are conducted.

**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 City of Sanger agrees to reimburse Denton County, not to exceed, \$14,188.31 for road materials used in the repair and chipseal of Metz Road.

**IV.**

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 hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street, park, or alley in the County that is located in the City.

**X.**

This Agreement may be terminated by the County or the City upon thirty (30) days written notice to the other party. In the event of termination, the City shall pay all approved invoices submitted up to and including the date of termination.

**XI.**

This Agreement represents the entire integrated agreement between the County 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 Town:                   The Honorable Thomas Muir  
                                  Mayor of the City of Sanger, Texas  
                                  403 N 7<sup>th</sup> Street  
                                  Sanger, Texas 76266

Copy To:                   John Noblitt, City Manager

City of Sanger  
403 N 7<sup>th</sup> Street  
Sanger, Texas 76266

For County: Honorable Andy Eads  
Denton County Judge  
1 Courthouse Drive  
Denton, Texas 76208

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

**XI.**

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.

**XIII.**

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

**XIV.**

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

**XV.**

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

**XVI.**

The City agrees to accept full responsibility 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.

**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/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.

**XX.**

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 in triplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**DENTON COUNTY, TEXAS**  
1 Courthouse Drive  
Denton, Texas 76208

**CITY OF SANGER, TEXAS**  
PO Box 1729  
Sanger, Texas 76266

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

By: \_\_\_\_\_  
Honorable Thomas Muir  
Mayor of the City of Sanger, Texas  
Acting by and on behalf of the authority  
of the City of Sanger, Texas

ATTEST:

By: \_\_\_\_\_

Denton County Clerk

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, the City hereby agrees to annexation of the road and right-of-way adjoining the current city limits, provided that any and all funding is approved by the City’s Council, herein gives its specific written approval to the Project prior to beginning the Project in satisfaction of Texas Government Code §791.014.

The description of the Project to be undertaken and its location are as follows: the County agrees to provide reconstruction of a portion of Metz Road beginning at FM 455 and stopping at Denton County Line including 750 feet inside the city limits of Sanger; mill the surface, stabilize the base of the road, replace a cross culvert, and resurface this portion of the road with double course chipseal, located within the municipal limits of the City and Denton County Commissioner Precinct #1.

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