INNOVATIVE TRANSPORTATION SOLUTIONS INC.
2701 Valley View Lane ♦ Farmers Branch, Texas 75234 ♦ (972) 484-2525 ♦ (972) 484-4545

MEMORANDUM

TO: Brian Moen, P.E.

FROM: John Polster, ITS

DATE: February 4, 2009

RE: **ICA between Denton County and the City of Frisco for the Installation of a Traffic Signal at FM 423 and Stonebrook Parkway**

Attached are three (3) original Interlocal Cooperation Agreements executed by Denton County on February 3, 2009 regarding the installation of a traffic signal on FM 423 at the intersection of Stonebrook Parkway.

Upon execution by the City of Frisco, please return two (2) originals to the Denton County Clerk at the address listed below. Should you have any questions, please do not hesitate to contact me.

Denton County Clerk
Attn: Erin Kirby
Denton County Courts Building, First Floor
1450 E. McKinney Street
Denton, Texas 76209-4524

Attachments

cc: Hugh Coleman, Denton County Commissioner, Prct. 1

FEB - 4 2009

Denton County
Commissioners Court

Feb 3, 2009
Date

09-0089
Court Order Number

14.A

The Order:

Approval of an Interlocal Cooperation Agreement between Denton County, Texas, and the City of Frisco, Texas, for the installation of a traffic signal at the intersection of FM 423 and Stonebrook Parkway, located in the City of Frisco, Texas, and Denton County Commissioner Precinct #1, whereby the City of Frisco will install the traffic signal and Denton County will reimburse the City of Frisco in an amount not to exceed $150,000.00, with funding to come from Commissioner Precinct #1, FM 423 funds, Auditor # 70-7358-90-10, Commissioner Precinct #1.

Motion by Coleman Seconded by Mitchell

County Judge Mary Horn	Yes	✓
	Abstain	
	No	
	Absent	
Commissioner Pct No 1 Hugh Coleman	Yes	✓
	Abstain	
	No	
	Absent	
Commissioner Pct No 2 Ron Marchant	Yes	✓
	Abstain	
	No	
	Absent	
Commissioner Pct No 3 Bobbie J. Mitchell	Yes	✓
	Abstain	
	No	
	Absent	
Commissioner Pct No 4 Andy Eads	Yes	✓
	Abstain	
	No	
	Absent	

Motion Carried 5-0-0

Other Action: Pulled from Consent ____ No Action ____ Postponed ____

BY ORDER OF THE COMMISSIONERS COURT:

Mary Horn
Presiding Officer

ATTEST:

Cynthia Mitchell, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

APPROVED AS TO FORM:

Assistant District Attorney

BY: C. Kirby
Deputy County Clerk

THE STATE OF TEXAS §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF FRISCO, 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 City of Frisco, Texas, a duly organized municipality located partially in Denton County, Texas, engaged in the administration of municipal and related services for the citizens of the City of Frisco, Texas, hereinafter "the City." This Agreement shall be fully executed and enforceable as of the date it is signed by the County and the City, hereinafter "the Parties."

WHEREAS, the County and the City desire to enter into this Agreement whereby the County agrees to fund a road improvement project which shall be performed entirely within the corporate limits of the City and within Denton County, Texas, hereinafter "the Project." The Project shall consist of the following: the City will install a traffic signal (traffic control device, including relocation of utilities) on F.M. 423 at Stonebrook Parkway. The traffic signal has been warranted by the Texas Department of Transportation ("TxDOT") for this location and the City shall manage the design, construction and maintenance of the traffic signal. The County agrees to contribute an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, 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

WHEREAS, the City and the County value the early completion of the Project to improve safer transportation for the travelling public; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

I.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreements fully executed. This Agreement may be terminated at any time by either party by giving thirty (30) days advance written notice of intent to terminate this Agreement to the other party.

II.

The County and the City hereby agree that the scope of the Project shall be limited to the installation of a traffic signal (traffic control device, including relocation of utilities) on F.M. 423 at Stonebrook Parkway within the corporate limits of the City. The traffic signal has been warranted by the Texas Department of Transportation ("TxDOT") for this location. The City hereby agrees that the City shall manage the design, construction and maintenance of the traffic signal.

III.

In performance of this Agreement, the County agrees to contribute, from the Transportation Road Improvement Program - 2004 ("TRIP-04"), an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS ($150,000.00) toward satisfactory completion of the Project. The County will reimburse the City for the cost of labor, materials and machinery for the Project, to be paid within thirty (30) days of receipt of an invoice from the City.

IV.

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 setting forth a substantial failure by the defaulting party to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be affected unless the defaulting party is given (1) written notice delivered via certified mail, return receipt requested, of intent to terminate, setting forth the substantial failure to perform and (2) not less than thirty (30) calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to termination. Notices shall be directed as follows:

For City: Mr. George Purefoy, City Manager
City of Frisco, Texas
6891 Main Street
Frisco, Texas 75034

For County: Honorable Mary Horn
Denton County Judge
110 West Hickory
Denton, Texas 76201

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

This agreement represents the entire agreement between the County and the City and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by the governing bodies of both the County and the City or those authorized to sign on behalf of those governing bodies.

XI.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable in Denton County, Texas.

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 extent possible.

XIII.

The undersigned officer 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.

XIV.

Pursuant to Section 791.011 of the Texas Government Code the Parties hereto agree that the purpose of this Agreement is to ensure that certain governmental functions and services in the area of streets, roads and drainage are performed. The parties hereto further agree that each of them is authorized to perform the functions and services individually.
parties.

EXECUTED in triplicate originals this 3 day of February, 2009.

DENTON COUNTY, TEXAS

Denton County, Texas
110 West Hickory
Denton, Texas, 76201

By: _____
Honorable Mary Horn
Denton County Judge

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

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

CITY OF FRISCO, TEXAS

City of Frisco, Texas
6891 Main Street
Frisco, Texas 75034

By: _____
George Purefoy
City Manager, City of Frisco, Texas

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

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds ~~will be~~ are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

James Wells, CPA

James Wells, Denton County Auditor

TRIP 2004

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of a Project whereby the City of Frisco, Texas, shall install a traffic signal (traffic control device, including relocation of utilities) on F.M. 423 at Stonebrook Parkway and the County agrees to contribute an amount to the City toward satisfactory completion of the Project in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00). Denton County, Texas, herein 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 of the Texas Government Code.

Denton County, Texas, agrees to contribute, from the Transportation Road Improvement Program - 2004 ("TRIP-04"), an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/00 DOLLARS ($150,000.00) toward satisfactory completion of the Project. Denton County, Texas, will reimburse the City of Frisco, Texas, for the cost of labor, materials and machinery for the Project, to be paid within thirty (30) days of receipt of an invoice from the City of Frisco, Texas. The City of Frisco, Texas, shall manage the design, construction and maintenance of the traffic signal.

The local government which requested the project and with which Denton County, Texas, has contracted is the City of Frisco, 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: 2-3-09

Mary Horn

Presiding Officer of the Denton County Commissioners Court