

ORDINANCE NO. 20-1139

AN ORDINANCE OF THE CITY OF DENTON APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DENTON AND THE DENTON COUNTY TRANSPORTATION AUTHORITY ("DCTA"), FOR THE PURPOSE OF ESTABLISHING CYCLICAL AND PREVENTATIVE MAINTENANCE OF THE DENTON EASEMENTS PORTION OF THE DCTA CORRIDOR; AUTHORIZING THE EXPENDITURE OF FUNDS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Denton quitclaimed property commonly referred to as the rail corridor to Dallas Area Rapid Transit ("DART") on March 9, 2010, reserving the Adjacent Facility Easement, the Trail Easement, the Utility Easement, the Street Easement, and the Water Line Easements (all referred to collectively as the "Denton Easements"); and

WHEREAS, DCTA is operating and maintaining a public rail transportation system within the rail corridor by agreement with DART; and

WHEREAS, the City and DCTA agree that this Agreement to establish the responsibilities of each party regarding repair and cyclical and preventative maintenance within the Denton Easements 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 by reference as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A" on behalf of the City.

SECTION 3. The City Manager, or his designee, is further authorized to carry out all duties and obligations to be performed by the City under the Agreement, including, but not limited to, the expenditure of funds.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Keely Briggs and seconded by John Ryan; the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerard Hudspeth, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keely G. Briggs District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jesse Davis, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Ryan, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED and APPROVED this the 4th day of August, 2020



CHRIS WATTS, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

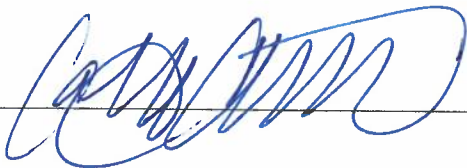
BY: 



EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between Denton County Transportation Authority, a coordinated county transportation authority created under Chapter 460 of the Texas Transportation Code ("DCTA") and the City of Denton, a Texas home rule municipality ("Denton")(collectively referred to as the "Parties" and individually as "Party"), acting by and through their authorized representatives.

RECITALS

WHEREAS, pursuant to that certain *Transportation and Access Agreement and Easement* dated and effective May 25, 2010, ("the DART Agreement") between DCTA and DART, DCTA is operating, and maintaining a public rail transportation system within the former Missouri-Kansas-Texas rail corridor from Mile Post 742.42 in the City of Carrollton, Texas, to Mile Post 721.53 in the City of Denton, Texas, ("the DCTA Corridor") which is presently owned by DART; and

WHEREAS, pursuant to agreements between and/or among DCTA, DART, and Dallas, Garland & Northeastern Railroad ("Railroad"), both passenger and freight railroad operations are occurring on the DCTA Corridor; and

WHEREAS, pursuant to the Quitclaim (as defined below) Denton reserved for itself, and was granted by DART, the Denton Easements (as defined below); and

WHEREAS, the Quitclaim requires Denton to comply with all safety related provisions of the Federal Railroad Administration and reasonable safety related requirements of DART and DART's assignees with respect to Denton's presence in the DCTA Corridor; and

WHEREAS, DCTA is one of DART's assignees under the Quitclaim by virtue of the DART Agreement; and

WHEREAS, DCTA and Denton desire to establish certain agreements with respect to the conduct of their respective operations within the DCTA Corridor; and

WHEREAS, no real property interest is being transferred by this Agreement, and the Parties agree that this Agreement does not amend, alter, limit, or modify the Quitclaim, and all terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties pursuant to the Quitclaim remain in full force and effect; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act ("Act"), Chapter 791, Texas Government Code;

NOW THEREFORE, for and in consideration of the promises and the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Purpose**

The purpose of this Agreement is to evidence the Parties' agreement regarding establishing cyclical and preventative maintenance on the Denton Easements.

**Article II
Definitions**

For purposes of this Agreement, the following terms, phrases and words shall have the meanings given herein unless the context clearly indicates otherwise:

"DART" shall mean Dallas Area Rapid Transit, a regional transportation authority created pursuant to Chapter 452 of the Texas Transportation Code.

"The DART Agreement" shall have that meaning given in the recitals above.

"DCTA" shall mean the Denton County Transportation Authority, acting by and through its President.

"Denton" shall mean the City of Denton, Texas.

"Denton Easements" shall collectively mean the Adjacent Facility Easement, the Trail Easement, the Utility Easement, the Street Easement, and the Water Line Easement.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean the 11:59 p.m. of the day immediately prior to the anniversary of the Effective Date.

"Flaggers" shall mean employees or contractors of DCTA employed or engaged (whichever is applicable) to protect DCTA's interest while work is being conducted in the DCTA Corridor and who have been determined by DCTA to be knowledgeable and qualified to perform flagging duties within the DCTA Corridor in accordance with DCTA's operating and safety rules.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

“The Quitclaim” shall mean that certain Quitclaim from Denton to DART dated March 9, 2010, filed as Instrument No. 2010-43179 in the Official Public Records of Denton County, Texas.

“The Adjacent Facility Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Pedestrian Trail” shall have the meaning given to that phrase in the Quitclaim.

“The Street Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Trail Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Trail Property” shall have the meaning given to that phrase in the Quitclaim.

“The Utility Easement” shall have the meaning given to that phrase in the Quitclaim.

“The Water Line Easement” shall have the meaning given to that phrase in the Quitclaim.

Article III Term

3.1 The term of this Agreement shall begin on the Effective Date, and shall continue until the Expiration Date, unless sooner terminated as provided herein; provided, however, this Agreement shall be automatically renewed for periods of twelve (12) months each unless terminated by either Party by providing six (6) months’ notice to the other Party.

3.2 This Agreement may be terminated by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof.

3.3 Notwithstanding Section 3.1, above, this Agreement shall terminate upon the termination of the DART Agreement unless DART accepts an assignment and assumption of this Agreement.

Article IV Responsibilities

4.1 DCTA acknowledges that the Quitclaim provides that the Pedestrian Trail may be fenced, or caused to be fenced, by DART, at the sole cost and expense of DCTA, in order to separate the Pedestrian Trail from DCTA’s transportation facilities. Denton acknowledges that DCTA has, as of the Effective Date, completed the construction of such fencing (the "Primary Fencing"), a depiction of the Primary Fencing is attached hereto as Exhibit "B" and incorporated herein for all purposes.

4.2 With respect to the repair and maintenance of the DCTA Corridor, DCTA and Denton agree as follows:

- a. Subject to Section 4.3, below, DCTA will provide fence maintenance to the Primary Fencing that separates the rail corridor from the Trail Property.
- b. Denton employees, agents, and contractors, shall not enter into any portion of the DCTA Corridor on the rail side of the Primary Fencing due to proximity to the active DCTA rail unless Denton provides two (2) weeks' notice to DCTA or in the case of emergency, as reasonably determined by Denton, by providing notice to DCTA as soon as reasonably practicable prior to entering.
- c. DCTA shall maintain the area of the DCTA Corridor on the rail side of the Primary Fencing, which shall include mowing, trash and debris removal, herbicide and pesticide applications, tree trimming, signage installation and maintenance, drainage and erosion maintenance, bridge and railing maintenance, from the Primary Fencing to the western property edge of the DCTA Corridor.
- d. DCTA shall conduct maintenance and graffiti removal of all sound walls as depicted on Exhibit "A".
- e. DCTA agrees to provide five (5) days' prior notice or, in the case of emergency, as reasonably determined by DCTA, by providing notice to Denton as soon as reasonably practicable prior to entering and coordinate with Denton's Parks and Recreation Department when any maintenance of DCTA's rail facilities will require the use of the Trail Property for access.
- f. DCTA shall conduct structural maintenance of any control device, buildings, signage, or other physical structure that exists for the express purpose of the DCTA rail service along the DCTA Corridor.
- g. Denton shall be responsible for operating and maintaining the Trail Property which shall include mowing, trash and debris removal, herbicide and pesticide applications, tree trimming, signage installation and maintenance, drainage and erosion maintenance, bridge and railing maintenance, maintenance to fences that are adjacent to pedestrian hazards such as areas preceding a significant change in topography or near the transition of the trail to a pedestrian bridge.
- h. Subject to Section 4.4, below, Denton shall be responsible for conducting structural maintenance on trail base and surfaces, bridge repair related to the Pedestrian Trail.
- i. Denton shall perform all special event administration and support services for City-sponsored or permitted activities on the Pedestrian Trail and shall notify DCTA not less than ten (10) days prior to the date of such events that the events will be occurring.

- j. Denton shall, through its various departments, coordinate with DCTA when performing maintenance and operation of traffic control, signage, paint striping and similar activities related to the Pedestrian Trail.

4.3 Denton, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation on or about the DCTA Corridor and any adjacent property owned by or under the control of DCTA and/or DART. If the failure to use reasonable care by Denton, its employees or contractor results in damage to the DCTA Corridor or such adjacent property (other than personal property owned by Denton), Denton and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to DCTA or DART. If Denton or its contractor fails or refuses to make such replacement, DCTA shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of Denton, which cost and expense Denton agrees to pay to DCTA upon written demand. Denton shall require that the work and activities associated within the DCTA Corridor shall be conducted in such a manner and at such times to not endanger or interfere with the operation of DCTA or any railroad, and in accordance with the regulations and instructions of DCTA and the Railroad.

4.4 DCTA, its employees and its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation owned by Denton on or about the DCTA Corridor and any adjacent property owned by or under the control of Denton. If the failure to use reasonable care by DCTA, its employees or contractors results in damage to the Pedestrian Trail or other personal property owned by Denton within the Denton Easements, DCTA and/or its contractor shall immediately make an appropriate replacement or repair the damage at no cost or expense to Denton. If DCTA or its contractor fails or refuses to make such replacement, Denton shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of DCTA, which cost and expense DCTA agrees to pay to Denton upon written demand.

4.5 If, in spite of the express provisions of this Agreement, the Parties' area of responsibility for maintenance and repair at a particular area in the DCTA Corridor is unclear or ambiguous when applying such provisions to the actual physical situation in the field, the Parties shall refer to the Rail R/W Maintenance Delineation set forth in Exhibit "A" to determine which portion of said area within the DCTA Corridor for which the Parties are responsible for maintaining and repairing.

4.6 Denton agrees to comply with the provisions of the Quitclaim during the term of this Agreement.

4.7 Denton shall reimburse DCTA for all costs and expense incurred by DCTA in connection with the provision of any services or work in relation to Denton's work in the DCTA Corridor including, without limitation, the expense of furnishing such inspectors, watchmen and Flaggers as DCTA deems reasonably necessary or which are otherwise requested by Denton in order for Denton to construct its work within the DCTA Corridor.

4.8 Denton understands and acknowledges that flagging and safety rules will be administered by First Transit, through the First Transit Roadway Worker Safety Training, conducted at 640 State Highway 121 Business, Lewisville Texas 75057. DCTA may from time to time designate another party to provide flagging and safety rule administration, which party shall be used by Denton following notice to Denton by DCTA.

**Article V
Party Responsibility; Insurance**

5.1 Denton and DCTA further agree as follows:

a. Without waiving any governmental immunity available to the Parties under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws, the Parties hereto acknowledge that no Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct as well as such acts and deeds of its contractors, agents, representatives, and employees during performance of this Agreement to the extent such liability can be imputed to said party under applicable law. Nothing in this Article V shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

b. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 5.1.a., ABOVE, PRIOR TO THE PARTY'S CONTRACTOR ENTERING INTO THE DCTA CORRIDOR PURSUANT TO THIS AGREEMENT TO PERFORM WORK ON BEHALF OF SAID PARTY, SAID PARTY SHALL REQUIRE ITS CONTRACTOR OR OTHER THIRD PARTY WHO ENTERS AND/OR PERFORMS WORK IN THE CORRIDOR ON BEHALF OF SAID PARTY TO AGREE AT ALL TIMES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DENTON, DCTA, AND DART AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES AGAINST AND FROM:**

i. **ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO USE OF THE DCTA CORRIDOR BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS**

NEGLIGENCE OF DENTON, DCTA, OR DART OR THEIR OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST DCTA, DART, OR RAILROAD FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; AND

- ii. ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USE OF THE LICENSED PREMISES BY THE CONTRACTOR, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, SUBCONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF DENTON, DCTA, OR DART OR THEIR EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS.**
- c. Denton and DCTA are each a “governmental unit” as that term is defined in Tex. Civ. Prac. & Rem. Code §101.001 and do not by agreement to and acceptance of this Agreement waive their respective rights to claim immunity to liability or suit or to invoke the limits of liability set forth in Chapter 101 of the Texas Civil Practices & Remedies Code, as amended, to the extent sovereign immunity has been waived by said statutes. DCTA and Denton further acknowledge and agree that nothing in this Agreement is intended to be for the benefit of any third parties except to the extent expressly provided in this License.
- d. The provisions of this Section 5.1 shall survive the termination of this Agreement regardless of the means of termination.

5.2 Prior to occupancy of the DCTA Corridor under this Agreement, the Parties agree to require all contractors and subcontractors engaged by said Party to perform work in the DCTA Corridor to comply with the provisions of this Section 5.2 by procuring and maintaining the following types and amounts of insurance with an insurer or insurers and in form satisfactory to DCTA and Denton, such insurance shall be primary and non-contributory.

- a. Commercial General Liability with Contractual Liability Endorsement.
 - i. Combined single limit of not less than \$2,000,000.
 - ii. Denton, DCTA, and DART and all affiliated companies and organizations named as additional insureds without any qualification or restriction.
 - iii. DCTA or Denton, respectively, must be provided 30 days’ notice of cancellation or modification to the extent authorized by law.

- b. **Commercial Automobile Liability Policy**
 - i. Combined single limit of not less than \$2,000,000.
 - ii. Denton, DCTA and DART named as additional insureds without any qualification or restriction.
 - iii. DCTA or Denton, respectively, must be provided 30 days' notice of cancellation or modification to the extent authorized by law.

- c. **Workers' Compensation Insurance**
 - i. Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this License.
 - ii. Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.
 - iii. Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from Denton, DCTA and DART.

- d. The Parties shall require all contractors and subcontractors engaged by them to perform work on the DCTA Corridor to furnish Denton and DCTA Certificates of Insurance and copies of Endorsements for Additional Insured, Waiver of Subrogation and Contractual Liability (or, as and when DCTA or Denton, respectively, may direct, copies of the actual insurance policies) as evidence of the coverages outlined in Paragraphs a, b, and c, above, and this Paragraph d. Approval will be expedited if all required coverages and the following endorsements are included on the Certificates:
 - i. Endorsement showing Denton, DCTA and DART named as additional insureds in as required by Paragraphs a. and b., above and requiring that Denton and DCTA be given 30 days' notice of cancellation or modification. The endorsement and certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.
 - ii. Contractual liability endorsement.
 - iii. Endorsement removing exclusions from contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of liability of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.

- iv. Endorsement removing exclusions for XCU hazards.
- v. Waiver of subrogation endorsement specific to Workers' Compensation.

5.3 Any contract between Denton or DCTA and a third party contractor or agent to perform work on behalf of said Party within the DCTA Corridor entered after the Effective Date shall be made expressly subject to the provisions of this Agreement to the extent the work is performed by said third party within the DCTA Corridor, which agreement shall be either (i) incorporated into the text of said contract in full or by reference or (ii) by separate instrument signed by an authorized representative of said third party.

Article VI Miscellaneous

6.1 **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, this Agreement may be assigned by DCTA to DART upon termination of the DART Agreement without the consent of Denton if DART agrees to assume all of DCTA's duties and responsibilities set forth in this Agreement.

6.3 **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

6.4 **Governing Law.** The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 **Amendments.** This Agreement may be amended by the mutual written agreement of the Parties.

6.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for DCTA, to:

Raymond Suarez, CEO
Denton County Transportation Authority
1955 Lakeway Drive, Suite 260
Lewisville, Texas 75057
972-221-4600 Telephone
972-221-4601 Facsimile

With copy to:

Joseph G. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Denton, to:

Todd Hileman, City Manager
City of Denton
215 E. McKinney Street
Denton, Texas 76201
940-349-7715 Telephone
940-349-8596 Facsimile

With a copy to:

City of Denton
Attn: City Attorney
215 E. McKinney Street
Denton, Texas 76201
940-349-8333 Telephone
940-382-7923 Facsimile

6.8 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

6.9 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination hereof.

6.12 **Approval of Parties.** Whenever this Agreement requires or permits the approval or consent to be given by a Party, the Parties agree that such approval or consent shall be in writing and not be unreasonably withheld, conditioned or delayed.

6.13 **No Third-Party Beneficiary.** Nothing in this Agreement shall be construed as creating or giving rise to any rights of third-parties or any persons other than the Parties hereto.


Signatures on Following Pages

SIGNED AND AGREED this 27th day of February, 2020,
2020.

DENTON COUNTY TRANSPORTATION AUTHORITY

By: 
Raymond Suarez, Chief Executive Officer

Approved as to Form:

By: 
Joseph G. Gorfida, Jr., General Counsel

SIGNED AND AGREED this _____ day of _____, 2020

CITY OF DENTON, TEXAS

By: _____
Todd Hileman, City Manager

Attest:
Rosa Rios, City Secretary

By: _____

Approved as to Form:
Aaron Leal, City Attorney

By: 

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms:
Gary Packan, Director of Parks and Recreation Department

By: _____

EXHIBIT "A"

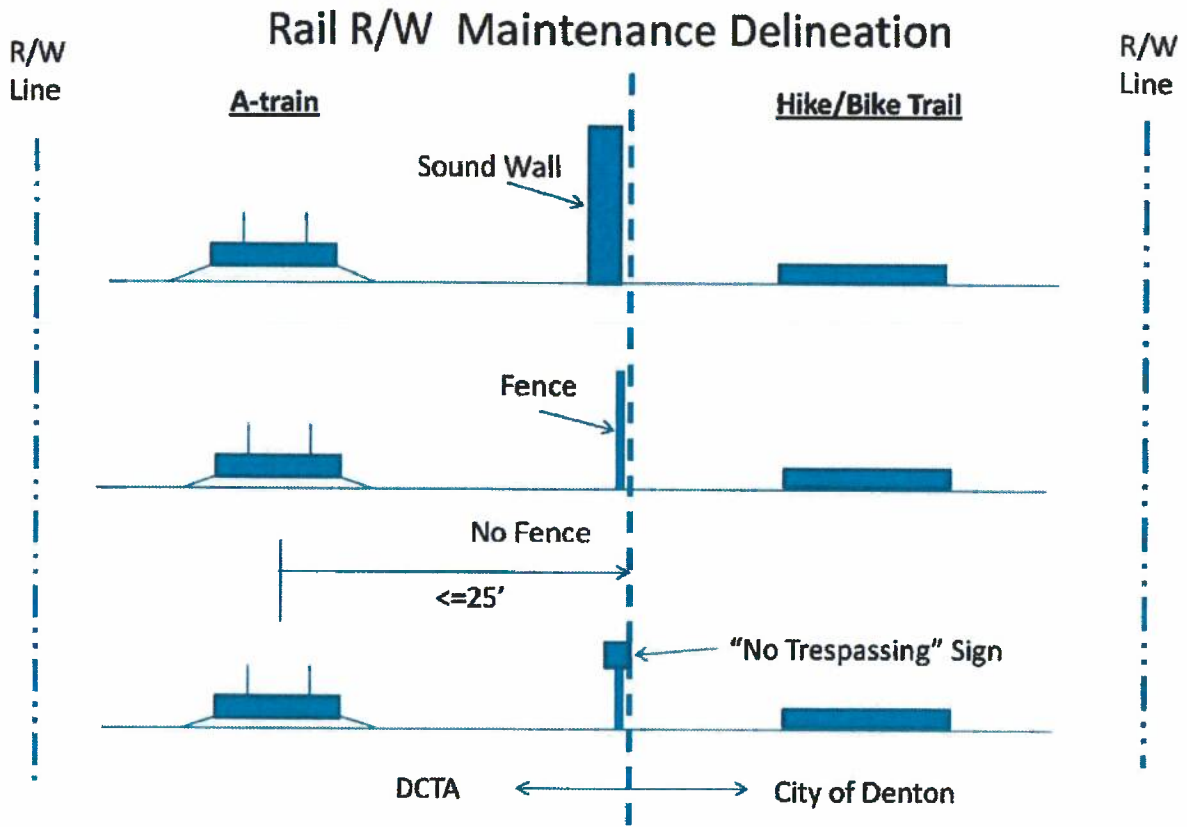
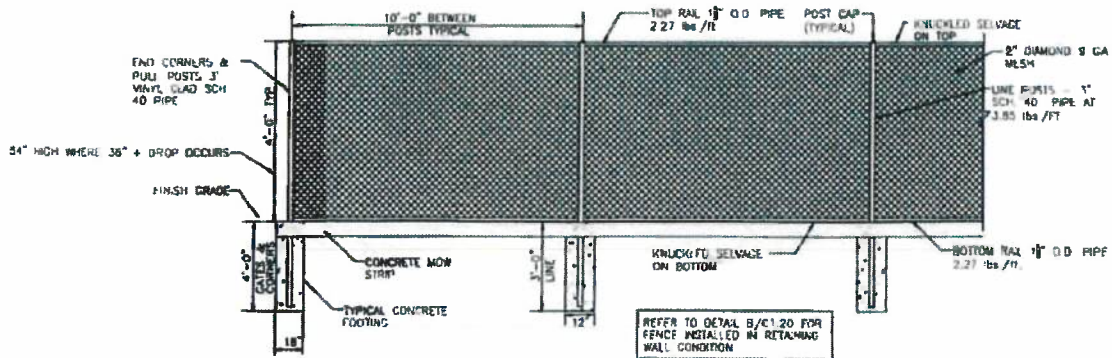
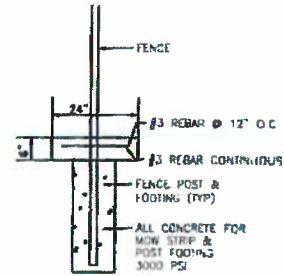


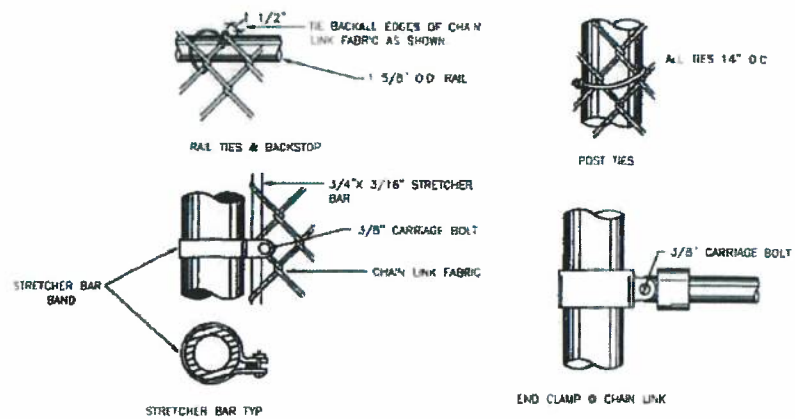
EXHIBIT "B" PRIMARY FENCING



A CHAIN LINK FENCING
C121 SCALE: NOT TO SCALE



B CONCRETE MOW STRIP / FOOTING
C121 SCALE: NOT TO SCALE



C CHAIN LINK DETAIL
C121 SCALE: NOT TO SCALE