

#16,032

FILED FOR RECORD
at 10:55 o'clock 2 M
MAR 24 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County TX
By Jennifer Lindenzweig

**INTERLOCAL COOPERATION AGREEMENT
FOR TRAFFIC REGULATION IN SPECIAL DISTRICT**

This Interlocal Cooperation Agreement for traffic regulation in special district, hereinafter referred to as "Agreement," is made by and between Hunt County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the ("County"), and Verandah Municipal Utility District of Hunt County, a political subdivision of the State of Texas, hereinafter referred to as ("District").

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Hunt County, Texas; and

WHEREAS, the District is a political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and operating pursuant to the Texas Water Code as amended; and

WHEREAS, the County Road and Bridge Act, Texas Transportation Code, Chapter 251 authorizes a commissioners court to regulate traffic on county roads; and

WHEREAS, Section 791.035 of the Texas Government Code allows the Hunt County Commissioners Court to enter into an interlocal agreement with the board of a special district to apply the County's traffic regulations to a public road in the County that is within the District if the Commissioners Court finds that it is in the County's interest to regulate traffic on the public road; and

WHEREAS, Section 251.151 of the Texas Transportation Code allows the Hunt County Commissioners Court by order to apply the county's traffic regulations to a public road in the county that is located wholly or partly in the county if the Commissioners Court and the board of the district have entered into an interlocal agreement under Section 791.035, Texas Government Code; and

WHEREAS, the County and District desire for the Hunt County Commissioners Court to extend Hunt County's traffic regulations to one or more public roads in Hunt County that are within a District; and

WHEREAS, the Hunt County Commissioners Court finds that it is in the County's interest to regulate traffic on the public roads in the District as described in Exhibit "A" herein attached; and

WHEREAS, the designated public roads subject to this Agreement are not accepted for county maintenance; and

WHEREAS, Hunt County's traffic regulation does not warrant an increased law enforcement presence; and

WHEREAS, preceding Hunt County Commissioners Court orders approving posted speed limits, restricted traffic zones, parking restrictions, and prohibitions of use on roads within a special district shall remain in full force and effect; and

WHEREAS, the County and District mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the Texas Government Code, Chapter 791; and

NOW THEREFORE, the County and District, for the mutual consideration hereinafter stated, agree and understand as follows:

INCORPORATION.

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

PURPOSE.

As designated in the preamble, the purpose of this Interlocal Agreement is for the Hunt County Commissioners Court to extend Hunt County's traffic regulations to the public roads within the District as described in Exhibit "A" herein attached.

TERM.

Subject to the approval of the governing bodies of both entities, this Agreement shall be effective as of the date set forth below and shall continue in force and effect until March 1, 2025. The parties may each elect to terminate this Agreement as permitted under this Agreement. This agreement will renew for (5) year terms unless affirmatively cancelled by either party.

TERMINATION.

The Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other party to the address(es) provided in this Agreement.

FUNDING.

In consideration for the services provided by the County, District agrees to reasonably fund and reimburse the County for any additional expenditures by County to extend the regulation and enforcement of traffic rules by the County to the designated roads of the District.

CONSIDERATION BY COUNTY.

In determining maximum reasonable and prudent speeds, restricted traffic zones, parking restrictions, and prohibitions of use on roads designated by the District, the County shall consider and endeavor to adopt existing traffic signs posted on such roads in District. The County will otherwise implement and apply the most recent version of the Texas Manual on Uniform Control Devices approved by the Texas Transportation Commission.

LIABILITY.

This Agreement does not extend and no party assumes any liability beyond that provided by law, and this Agreement is not intended to create any cause of action for the benefit of third parties.

NOTICE.

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery or United States Postal Service certified mail, return receipt requested:

DISTRICT: Mr. Ross Martin
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
Telephone: (214) 745-5353

COUNTY: Hunt County Commissioners Court
Honorable Bobby W. Stovall
Hunt County Judge
2507 Lee St., 2nd Floor
Greenville, Texas 75401
Telephone: (903) 408-4146

Copy to: Hunt County Criminal District Attorney's Office
2507 Lee St., 4th Floor
Greenville, Texas 75401
(903) 408-4180

SEVERABILITY.

In the event that any one or more of the provisions hereof 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

VENUE.

This Agreement shall be construed and governed in accordance with the laws of the State of Texas, and this Agreement shall be performed in Hunt County, Texas.

ENTIRE AGREEMENT.

This Agreement and the Exhibits attached hereto represent the entire Agreement between the County and District and supersede all prior negotiations, representations, or agreements, either

written or oral. The terms and conditions in this Agreement may be amended only by written instrument signed by both the County and District.

AUTHORITY.

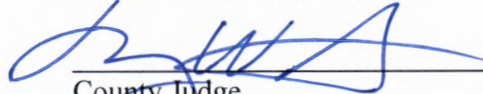
This Agreement is made by and entered into by the duly-authorized officials of each respective governmental entity.

COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

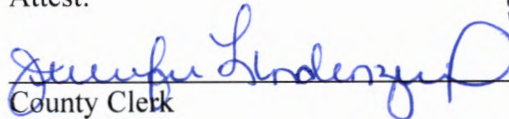
APPROVED BY THE COMMISSIONERS COURT FOR HUNT COUNTY, TEXAS, in its meeting held on the 24 day of March, 2020, and executed by its authorized representative.

HUNT COUNTY, TEXAS



County Judge

Attest:



County Clerk



Executed on this Date:

Approved as to Form:

Attorney

**VERANDAH MUNICIPAL UTILITY DISTRICT OF
HUNT COUNTY**

Vice President, Board of Directors

Attest:

Assistant Secretary, Board of Directors

Executed on this Date:

Approved as to Form:

Attorney

Exhibit "A"
Alphabetical Listing of Public Streets within Verandah MUD

Acacia Drive
Agalins Avenue
Alder Tree Lane Applegate
Way Banderista Street
Basswood Lane
Bayberry Drive
Bayou Bend
Bent Tree Road
Berrywood Drive
Blackbrush Drive
Blue Sage Road
Burwood Lane
Cedar Cove Place
Cherokee Rose Drive
Cota Street
Damianita Drive
Darlington Oak Avenue
Elderberry Street
Emory Oak Way
Fairwood Avenue
Fox Glove Street
Glenoaks Drive
Hazelnut Way
Honeywood Lane
Koto Wood Drive
Lakewood Lane
Land Oak Road
Oakcrest Drive
Palestine Oak Drive
Poinciana Drive
River Oak Lane
Sandalwood Road
Silver Maple Lane
Strongbark Drive
Sweetgum Drive
Trellis Way
Tulipwood Drive
Verandah Boulevard
Water Oak Lane
Whispering Oak Drive
Whispering Sage Boulevard
Willow Lane