



**WHEREAS**, Texas Government Code Chapter 791 authorizes local governments to enter into contracts with other local governments to perform governmental functions and services in accordance with the statute cited herein and the terms of the contract entered into.

**NOW, THEREFORE**, in consideration of the mutual covenants and the terms and conditions contained in this Agreement, the Parties do hereby agree as follows:

1. Use of Fiber Optic System. The Parties shall share the use of certain portions of the Fiber Optic System and services as more fully described below.
2. Construction of Fiber Optic System.
  - A. The design, installation and construction of the Fiber Optic System is described in **Exhibit “A”** attached to and made a part of this Agreement. For descriptive purposes in this agreement, the Fiber Optic System consists of three segments:
    - 1) The main segment includes approximately 52,843 feet of 1.5” HDPE ducts and 54,860 feet of fiber optic cable through portions of Argyle, Bartonville, Flower Mound, and Denton County, Texas to be shared by Denton County and Argyle Independent School District.
    - 2) The “Argyle ISD Administration” segment includes:
      - Approximately 1,769 feet of (1) 1.5” HDPE duct to be allocated 100% to DISD.
      - Approximately 2,243 feet of 24-strand fiber cable and (2) 266 feet of 1.5” HDPE duct to be shared by Denton County and Argyle Independent School District, and
      - Approximately 1,769 feet of (2) 1.5” HDPE duct to be shared by Denton County and Argyle Independent School District.
    - 3) The “Argyle ISD Middle School” segment includes approximately 4,883 feet of 24-strand fiber cable and 3,883 feet of (2) 1.5” HDPE ducts to be allocated 100% to Argyle Independent School District.
  - B. At no cost to DISD, Denton County shall oversee the construction of the Fiber Optic System, retain the engineering services required, contract with all contractors, obtain all necessary permits, and obtain all necessary rights-of-way and clearances. Denton County will assume responsibility for the maintenance, repair and providing insurance during the installation and insuring all applicable laws and codes are met. After its installation, each Party shall be responsible for all permits, relocation expenses, repair and updates to its portion of the Fiber Optic System.

3. Ownership, Operation and Maintenance of Fiber Ring.
  - A. After installation, each Party shall own and be solely responsible for the operation, maintenance, management and security of its portion of the Fiber Optic System. Any work on the shared sheath and duct structure shall be coordinated with Denton County.
  - B. Each Party shall promptly notify the other Party of any maintenance or other work that may affect the Fiber Optic System. All appropriate precautions shall be made to not interfere with use of the Fiber Optic System. In the event either Party or its agents damage any portions of the Fiber Optic System while performing maintenance or other work, the Party performing the maintenance or other work shall be responsible for the cost of the repairs. The Parties agree to work together to determine the most cost effective method of repair to the Fiber Optic System.
  - C. The Parties agree to share the costs and work together to determine the most cost effective method of repair or relocation of the Fiber Optic System if the damage or relocation is not caused by either Party or their agents.
  - D. To provide for mutual security and reliable operations, all operations and maintenance of the Fiber Optic System shall be directed through the Denton County/DISD ICA for Fiber Optic Maintenance executed in 2012.
4. Costs of Fiber Optic System. The total cost for the installation of the Fiber Optic System is \$1,160,006.20. DISD's share of the total cost is \$10,156.07, as more particularly described in **Exhibit "B"** attached to and made a part of this Agreement.
  - A. Upon execution of this Agreement, DISD agrees to deposit \$10,156.07 to be held in escrow by Denton County, which represents 100% of its share of the total cost for the installation of the Fiber Optic System.
  - B. The Parties shall each make their respective payments from current revenues available to the paying party.
5. Access to Fiber Ring. The Parties shall have unlimited, 24-hour, 7 days per week, access to the handholes on the shared portions of the Fiber Optic System.
6. Termination. The Agreement shall be in full force and effect until terminated by either party. In the event either Party desires to terminate this Agreement, the desiring Party shall give notice thereof to the other Party by January 31<sup>st</sup> of any year with termination to be effective on September 30<sup>th</sup> of such year. Upon termination of this Agreement, neither Party shall not be entitled to any refund of the costs of installation of the Fiber Optic System or related services.
7. Governmental Immunity and Responsibility. Neither Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. Each Party shall

be responsible for the acts and negligence of its own officers, employees, agents and volunteers engaged in the performance of this Agreement.

8. Authority. The undersigned officer and/or agents of the Parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the Parties.
9. Venue. The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
10. Severability. In case any one or more of the terms, sentences, paragraphs or 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 terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
11. Amendments. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendment or modification must be in writing and executed by an authorized representative of each Party.
12. Counterparts. This Agreement may be executed in multiple counterparts and shall be binding on and endure to the benefit of each Party and each counterpart shall be deemed an original for all purposes when duly authorized by the governing body of each Party and signed by such Party's duly authorized representative.
13. Other Instruments. The parties agree that they will execute any other instruments and documents that may become necessary or convenient to effectuate and carry out the services contemplated by this Agreement.

SIGNATURE PAGE(S) FOLLOW

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party.

**APPROVED BY THE DENTON INDEPENDENT SCHOOL DISTRICT:**

**BY:**

\_\_\_\_\_  
Barbara Burns, President

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Denton ISD Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton ISD Attorney

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:**

**BY:**

\_\_\_\_\_  
Mary Horn, County Judge

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Deputy County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant District Attorney