

STATE OF TEXAS §
§ REIMBURSEMENT AGREEMENT
COUNTY OF DENTON §

This Reimbursement Agreement (“Agreement”) is made and entered by and between Denton County Transportation Authority (“DCTA”) and the City of Lewisville, Texas (“Lewisville”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, on November 12, 2020, the DCTA Board of Directors approved the DCTA Transportation Reinvestment Program Policy (“TRiP Policy”) which is attached hereto and incorporated herein as Exhibit “A” to provide financial assistance to DCTA member cities for transit-supportive projects consistent with and beneficial to DCTA’s Long-Range Service Plan Goals; and

WHEREAS, under the terms of the TRiP Policy, member cities desiring to obtain funding for a proposed eligible project must submit a written application form to DCTA in accordance with the criteria set forth in the TRiP Policy; and

WHEREAS, Lewisville submitted a written application to design a .74 mile shared-use path that extends from Hebron Station to the City Limits of Lewisville south of Sam Rayburn Tollway. (the “Project”) which is more fully described in Exhibit “B” attached hereto and incorporated herein; and

WHEREAS, DCTA has determined that Lewisville’s application for the Project meets the criteria established under the TRiP Policy and will be consistent with and beneficial to DCTA’s Long-Range Service Plan Goal and, therefore, has approved the Project;

NOW THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, the Parties shall agree as follows:

Article I
Term

The Term of this Agreement shall begin on the last date of execution hereof (“Effective Date”) and continue until the Project has been completed and DCTA has reimbursed Lewisville up to Four Hundred Thousand Dollars (\$400,000.00) in costs incurred relating to the construction of the Project (“Expiration Date”).

Article II
Conditions to Funding

2.1 DCTA shall reimburse Lewisville in an amount equal to Lewisville’s expenses up to Four Hundred Thousand Dollars (\$400,000.00) incurred relating to the construction of the

Project conditioned upon the compliance and satisfaction by Lewisville of the terms and conditions of this Agreement and the following conditions:

- (a) Reimbursement Request. Lewisville shall submit quarterly Requests for Reimbursement for its direct expenses after expenses have been incurred and paid. The Requests for Reimbursement should include all invoices and backup to document work performed as well as either copies of cleared checks or copies of posted wires to verify Lewisville's payments for invoices included therein. Request for Reimbursement should be submitted via email to:

accounts payable@dcta.net
tpalermo@dcta.net

2.2 DCTA shall reimburse Lewisville within thirty (30) days after receipt of a proper Request for Reimbursement provided there are no errors or discrepancies and that the work noted on the Request for Reimbursement is deemed by DCTA or its designee to be in compliance with the project eligibility requirements set forth in the TRiP Policy.

2.3 Required Use. During the Term of this Agreement, the funding provided by DCTA to Lewisville shall not be used for any purpose other than construction of the Project. Any use by Lewisville of funding provided by DCTA other than construction of the Project shall be a violation of this Agreement and result in termination of this Agreement. If such violation occurs, Lewisville will be obligated to return all funds received for construction of the Project to DCTA.

Article III

Lewisville's Obligations

3.1 Contractor. Lewisville shall hire the contractor for the Project and enter into a separate agreement with the Contractor for construction of the Project. DCTA shall not be a party to any agreement entered into by Lewisville and a third party for work relating to the Project.

3.2 Payments. Lewisville shall be responsible for payments to all contractors performing work on the Project. DCTA shall not be responsible for any payments to any contractor or vendor performing work on the Project.

3.3 Maintenance of Project. Lewisville shall be responsible for the maintenance and upkeep of the Project following the Expiration Date.

3.4 Competitive Bidding. Lewisville shall, in performing its requirements under the Agreement and in completing the Project, conform with the requirements of competitive bidding detailed in Chapter 252 of the Texas Local Government Code.

Article IV Miscellaneous

4.1 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Lewisville, in satisfying the conditions of this Agreement, has acted independently, and DCTA assumes no responsibilities or liabilities to third parties in connection with these actions.

4.2 Governing Law. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas.

4.3 Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

4.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.5 Authorization. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

4.6 Notices. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective representative set out below, or his/her designee.

4.7 Exhibits and Recitals: The exhibits attached hereto, and the Recitals are incorporated herein and made a part hereof for all purposes.

4.8 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.

(signature page to follow)

EXECUTED this _____ day of _____, 2021.

Denton County Transportation Authority

By: _____
Raymond Suarez, Chief Executive Officer

1955 Lakeway Drive, Suite 260
Lewisville, Texas 75067
Phone: (972) 221-4600

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., General Counsel
(07-15-2021:TM 123564)

EXECUTED this _____ day of _____, 2021.

City of Lewisville, Texas

By: _____
Name: _____
Title: _____

151 West Church Street
Lewisville, Texas 75057
Phone: (972) 219-3400

EXHIBIT “A”
TRiP Policy

EXHIBIT “B”
Lewisville Application