

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY AND DENTON COUNTY, TEXAS**

This Amendment to Interlocal Cooperation Agreement (“this Amendment”) is entered into by and between the North Texas Tollway Authority (“NTTA”), a Regional Tollway Authority created and operating under the Regional Tollway Authority Act, Chapter 366 of the Texas Transportation Code (“the Act”), and Denton County, Texas, a political subdivision of the State of Texas (“the County”). NTTA and the County are collectively referred to as “the Parties” and each, individually, as a “Party.” This Amendment amends that certain Interlocal Cooperation Agreement between the Parties executed by the County on February 5, 2013, and by NTTA on February 26, 2013 (“the Agreement”).

RECITALS

WHEREAS, NTTA owns and operates the Dallas North Tollway (“DNT”), a turnpike project as defined in the Act, which includes, without limitation, main lanes (“Main Lanes”) and service roads, and which, as of the effective date of the Amendment, has a northern terminus at US 380 in Collin County, Texas (not, as stated in the Agreement, at FM 428); and

WHEREAS, between US 380 and FM 428 an existing bi-directional, two-lane road known as Dallas Parkway has been designed and constructed to be suitable as a DNT frontage road if the DNT Main Lanes are extended north of US 380; and

WHEREAS, on June 15, 2011, NTTA's Board of Directors approved the alignment for a possible extension of the DNT northward from FM 428 at Dallas Parkway, said extension being identified as the Dallas North Tollway Extension, Phase 4B (“Phase 4B”); and

WHEREAS, the County has requested that NTTA design and construct, at the County's expense and in accordance with the Agreement, an approximately 5.8-mile long two-lane paved roadway to be located wholly within Denton County and having a southern terminus at Mobberly Road and a northern terminus at the common boundary of Denton County and Grayson County ("the County Road"); and

WHEREAS, the County Road will be located in the approved alignment for Phase 4B and will be designed and constructed to be suitable for eventual use as a service road or frontage road comprising part of Phase 4B, if and when Phase 4B Main Lanes are constructed (said portion of the County Road being defined in the Agreement as the "Service Road Segment"); and

WHEREAS, the County has TWENTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$21,500,000.00) in available funds to pay total project costs required for the design and construction of the County Road in accordance with the terms of this Agreement and has agreed to make such funds available for that purpose; and

WHEREAS, the County has requested that NTTA design and construct at the County's sole cost an approximately 2-mile long two-lane road located in Collin County that connects: (a) the northern terminus of the existing Dallas Parkway at FM 428, and (b) the County Road at a point approximately at the intersection of Mobberly Road and the borderline of Collin and Denton counties, which connecting road will be a part of the County Road and the Service Road Segment; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("the Act"), authorizes local governmental entities to contract with one another to perform governmental functions and services in accordance with the Act; and

WHEREAS, each Party has determined that it will derive benefit from the design, construction, operation and maintenance of the County Road, as amended hereby; and

WHEREAS, each Party has the authority to enter into this Agreement and perform its obligations hereunder; and

WHEREAS, the Parties desire to amend the County's Share described in Article 1, Section 5 of the Agreement TWENTY-ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$21,500,000.00) to provide a revised total commitment by the County not to exceed TWENTY-SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$26,500,000.00), with the additional FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) to come from Regional Toll Revenue Funds administered by the North Central Texas Council of Governments; and

NOW, THEREFORE, for and in consideration of the agreements contained in the original Agreement and as contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, NTTA and the County hereby amend the Agreement as follows:

Amendment

1. **County Road Includes Extended Service Road Segment.** The defined term "Service Road Segment" is hereby amended to include and shall hereafter include both the roadway originally described in the Agreement and the 2-mile long two-lane road described in the recitals between (a) the intersection of FM 428 and Dallas Parkway and (b) Mobberly Road at the borderline of Collin and Denton counties; also, the defined term "County Road" shall include the entire Service Road Segment, as defined in this section, notwithstanding that a portion of the County Road will be located in Collin County.

2. **Increase in County's Share.** The County's Share is amended to be TWENTY-SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$26,500,000.00).

3. **Funding, Design and Construction.** Except as expressly modified by this Amendment regarding the increase in the County's Share, the provisions regarding funding of the design and construction of the County Road, the procurement of right-of-way therefor, and the design and construction thereof remain as originally set forth in the Agreement.

4. **Disclaimer of Interest.** The County expressly acknowledges and agrees that notwithstanding its funding of all or part of the design and construction of the portion of the Service Road Segment between FM 428 and Mobberly Road, it does not and shall not have any ownership or other interest in or rights regarding the operation, maintenance, or any other aspect of such portion.

5. **Article 8: No Operations or Maintenance Obligations Outside of Denton County.** Notwithstanding any other provision of this Amendment or the Agreement that obligates the County to operate, maintain, police, regulate, or provide public safety functions for the County Road, the County shall have no obligation to operate, maintain, police, regulate, or provide public safety functions with respect to any portion of the County Road located outside of Denton County. Nothing in this Amendment shall obligate NTTA to operate, maintain, police, regulate, or provide public safety functions with respect to any portion of the County Road, whether located in Collin County or Denton County.

6. **NTTA's Obligations Contingent on Agreements with Other Parties.** All of NTTA's obligations under this Amendment with respect to the design, construction, and all other aspects of the portion of the Service Road Segment between FM 428 and Mobberly Road are conditioned and contingent upon NTTA entering into satisfactory agreements with Collin

County and the City of Celina regarding such portion, including, but not limited to, agreements under which Collin County and/or Celina assume all obligations to operate, maintain, police, regulate, or provide public safety functions with respect to all portions of the Service Road Segment not located in Denton County.

7. **Miscellaneous.**

a. Section 9.C. The reference to “Surface Road Segment ROW” in Section 9.C. in Article 9 of the Agreement is hereby corrected to read “Service Road Segment ROW.” No provisions of Section 9.C. shall be applicable to the Service Road Segment not located in Denton County.

b. For avoidance of doubt, the Parties acknowledge that the “Service Road Segment” does not include the Temporary Southern Segment as defined in the Agreement. The Parties also acknowledge and agree that at the County’s request and with its approval, the Temporary Southern Segment will not be constructed, and the Agreement is hereby deemed modified to exclude any agreements regarding the Temporary Southern Segment.

c. Execution in Multiple Counterparts. This Amendment may be executed in multiple counterparts, attached to the original Agreement, and shall collectively constitute an Amendment to the original Agreement.

d. No Other Modifications. Except as All other terms and conditions of the original Agreement are hereby affirmed by the Parties.

e. Defined Terms. A capitalized term no expressly defined in this Amendment will have the meaning given to that term under the Agreement.

Executed this _____ day of _____, 2016.

ATTEST:

DENTON COUNTY, TEXAS



County Clerk

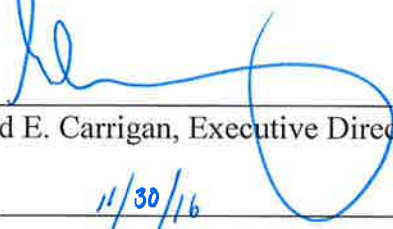


By: 
Name: Mary Horn
Title: County Judge

ATTEST:

NORTH TEXAS TOLLWAY AUTHORITY,


Lorelei Griffith, Secretary


Gerald E. Carrigan, Executive Director

Date: 11/30/16

**APPROVAL OF FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE NORTH TEXAS TOLLWAY AUTHORITY AND DENTON COUNTY, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project described in that certain Interlocal Cooperation Agreement between the County and the North Texas Tollway Authority, which was approved on February 5, 2013 (“the Agreement”), desires to amend the Agreement as set forth in the First Amendment to the Interlocal Cooperation Agreement (“the Amendment”), to among other things add a segment to the Project and increase the County’s contribution toward satisfactory completion of the Project. After such increase, the County’s contribution to the Project costs shall not exceed TWENTY-SIX MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$26,500,000.00). The additional FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) commitment by the County will come from Regional Toll Revenue Funds as provided by the North Central Texas Council of Governments. Denton County hereby approves such increased commitment, not to exceed \$26,500,000.00, and hereby approves and authorizes the execution and delivery of the Amendment.

Except as expressly modified by the Amendment, all terms and conditions and provisions of the original Agreement are hereby affirmed by the Parties and shall remain in full force and effect unless modified by a subsequent written amendment signed by all of the Parties the original Agreement.

Denton County, Texas, hereby gives its specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

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: 10.25.10
Mary Horn
Presiding Officer of the Denton County Commissioners Court



NORTH TEXAS TOLLWAY AUTHORITY

RESOLUTION NO. 16-138

APPROVAL OF AMENDMENT TO INTERLOCAL AGREEMENT WITH DENTON COUNTY TO INCLUDE DESIGN AND CONSTRUCTION OF FRONTAGE ROAD LOCATED IN COLLIN COUNTY ALONG THE APPROVED 4B ALIGNMENT

November 16, 2016

WHEREAS, in February 2013, the NTTA Board of Directors approved an Interlocal Agreement (ILA) between NTTA and Denton County regarding the Dallas North Tollway (DNT) extension 4B southbound frontage road project (Res. 13-12); and

WHEREAS, the ILA provided for NTTA to manage the design and construction, at Denton County's expense, for the approximate 7.8-mile, two-lane roadway to be located wholly in Denton County and having a southern terminus at FM 428 and a northern terminus at the common boundary of Denton and Grayson counties; and

WHEREAS, Denton County has requested that NTTA design and construct the DNT frontage road extension, located in Collin County that does follow the approved DNT 4B alignment.

NOW, THEREFORE, NTTA's Board of Directors approves the attached first amendment to the ILA with Denton County to include design and construction of the proposed frontage road extension, located in Collin County and authorizes the Executive Director to execute documents and take other actions necessary to implement the first amendment to the ILA.

ATTEST:

Kenneth Barr, Chairman

Lorelei Griffith, Secretary