

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
THE NORTH TEXAS TOLLWAY AUTHORITY**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has available expertise and equipment to assist local governments in coordinating the RFP process for a joint Availability and Disparity study, and

WHEREAS, the North Texas Tollway Authority (NTTA) desires to update it's existing A&D study, and

WHEREAS, the NTTA recognizes the cost reduction benefits associated with a joint study, and

WHEREAS, the NTTA wishes to participate in a joint study to reduce overall cost to the NTTA,

NOW THEREFORE, the NTTA and NCTCOG agree to the following terms and conditions regarding the development, issuance and participation in a joint A&D study.

I. OBLIGATIONS

NCTCOG obligations:

1. Centralize and coordinate RFP process for a joint study
2. Provide project coordination services for the RFP process.
3. Coordinate consultant services and project manager for the RFP and project oversight process
4. Coordinate RFP development, issuance and responses
5. Coordinate presentation from RFP responders. Coordinate site visits if required.
6. Facilitate grading process with a consortium to determine most cost effective proposal
7. Evaluate and make recommendation for project management structure
8. Provide meeting space
9. Administer the contract

NTTA obligations:

1. Designate a senior executive who will coordinate with the NCTCOG single point of contact and who will be responsible for keeping legal counsel for the NTTA up to date
2. The NTTA agrees to provide the resources necessary to supply the consultant with entity specific information for the study and to do so in a timeframe that will not impact the delivery time of the joint study to the NCTCOG

3. The NTTA shall provide a representative(s) to serve on a consortium. The consortium will monitor progress of the study and make recommendations needed.
4. The NTTA will participate in a public hearing with an official transcript being produced.
5. The NTTA agrees to fund the prorated share of the common tasks and administrative costs even if it chooses not to adopt the final report.
6. The NTTA agrees to hold harmless all other joint participants.
7. NCTCOG will assume no financial responsibility for this project.

II. TERMINATION

The parties agree that the NTTA may terminate this Agreement by providing thirty (30) days written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. The Steering Committee will determine the equitable prorated study costs to be paid by the NTTA.

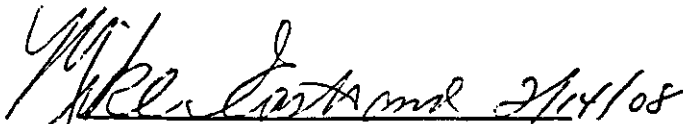
III. AFFIDAVIT OF PROHIBITED INTEREST

NCTCOG acknowledges and represents it is aware of the laws, NTTA Charter, and NTTA Code of Conduct regarding prohibited interests.

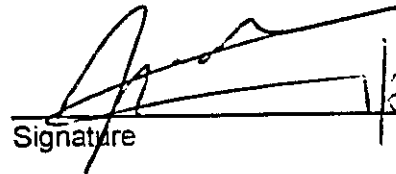
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

NTTA



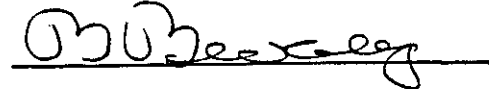
Date



Signature | 1/24/2008
Date

Mike Eastland
Executive Director
616 Six Flags Drive
Arlington, Texas 76011

APPROVED AS TO FORM:



ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Mike Eastland of the North Central Texas Council of Governments, a non-profit corporation, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the

foregoing instrument, and acknowledged to me that he executed the same as the act and deed of North Central Texas Council of Governments for the purposes and consideration therein expressed and in this capacity therein stated.

GIVEN under my hand and seal of office this the 14th day of February, 2008.

Stephanie Cecil
Notary Public in and for the State of Texas



ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Jorge Figueredo, known to me to be the person whose name is subscribed to the foregoing NTPA, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 24 day of January, 2008.

Debra L. Smith
Notary Public in and for the State of Texas

