

AGREEMENT

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS X

WHEREAS, the Texas Turnpike Authority, an agency of the State of Texas (the "Authority"), is at the present time constructing the Mountain Creek Lake Bridge (the "Bridge") between Florina Drive and Southeast 14th Street in Dallas, Texas, across the Mountain Creek Lake; and

WHEREAS, the Authority has requested that the Police Department of the City of Dallas, Texas, (the "City") furnish traffic enforcement on the Mountain Creek Lake Bridge; and,

WHEREAS, the City agrees to do so as hereinafter provided;

IT IS THEREFORE AGREED between the Authority and the City as follows:

- (1) Upon the opening of the Bridge for traffic, expected to be in January of 1979, the Authority will pay to the City of Dallas the amount of \$4,000.00 as start-up costs, and thereafter will pay to the City \$6,000.00 in twelve (12) equal installments of \$500.00 each on the last day of the month of opening and each ensuing month to provide traffic enforcement services for one year. The \$10,000.00 total payment will include all costs for services to be rendered including, but not limited to, salaries, automobiles, equipment, supplies and fringe benefits.
- (2) The Authority will have on duty at the Bridge at least one employee toll attendant at all times, and police officers of the City of Dallas patrolling the Bridge and who are on official duty will be provided free access across the Bridge in each direction as set forth in Section 502 of the Trust Agreement by and between the Authority and Republic National Bank of Dallas for the Bridge, and Article 2.12 of the Texas Code of Criminal Procedure.

- (3) The Authority will contract for wrecker service in order to remove any stalled, disabled or wrecked vehicles from the Bridge.
- (4) The City through its police department will provide accident investigation upon the Bridge and its approaches for all vehicle and pedestrian accidents. Appropriate accident reports shall be filed by the officer investigating any accident on the Bridge and the City shall furnish to the Authority copies of all such reports. Should any accident cause damage to the Bridge, approaches, toll booths, fencing, landscape, lighting or other property of the Authority, the accident report shall contain the names of all parties deemed responsible for such damage.
- (5) The Police Department of the City of Dallas will from time to time on a daily basis, patrol the Bridge and shall be responsible for the enforcement of all applicable traffic laws and regulations relating to the operation of motor vehicles upon public streets as well as regulations of the Authority which are in effect during the term of this Agreement upon the Mountain Creek Lake Bridge and its approaches and, in addition, will provide all other police services including the investigation of vandalism and other criminal acts against property and persons upon the premises, and it shall use its best efforts to prosecute persons committing unlawful acts.
- (6) The Police Department of the City of Dallas will be solely responsible for the assignment of personnel for the patrolling and enforcement purposes herein provided, and shall be solely responsible for, and have direct control of, the police personnel with respect to the manner of performance of their professional duties and discipline, which duties shall be performed in accordance with the policies and procedures of the City's Police Department.

(7) The term of this Agreement shall be twelve (12) calendar months after opening of the Bridge to traffic (a contract year), and shall be automatically renewed thereafter for additional annual periods on the same terms and conditions, unless cancelled as hereinafter provided -- provided, however, that the sums of money to be paid by the Authority to the City shall be reviewed prior to one hundred twenty (120) days before the end of each contract year and adjusted, if necessary, as of the beginning of the next contract year, to adequately compensate the City for the work to be done during the ensuing year, based upon experience in enforcement, as well as pertinent economic factors and costs.

(8) This Contract may be cancelled as of the end of any contract year upon written notice by either party to the other, no less than ninety (90) days prior to the end of any such annual period.

WITNESS OUR HANDS this the 26th day of October, 1978, in agreement to the provisions herein contained.

ATTEST:

THE TEXAS TURNPIKE AUTHORITY

Harry Kabler
Secretary-Treasurer

By John P. Thompson
Chairman

ATTEST:

THE CITY OF DALLAS, TEXAS
GEORGE R. SCHRADER, City Manager

Robert S. Sloan
ROBERT S. SLOAN,
City Secretary

By Don Cleveland
DON CLEVELAND, Assistant City
Manager

COUNTERSIGNED:

APPROVED AS TO FORM: Lee E. Holt *LEE E. HOLT*
LEE E. HOLT, City Attorney

Tommy J. Tompkins
TOMMY J. TOMPKINS,
City Controller

By Galen M. Sparks
GALEN M. SPARKS
Assistant City Attorney

AGREEMENT, Page 3

APPROVED AS TO FORM
LOCKE, PURNELL, BOREN, LANEY & NEELY
(A Professional Corporation)

BY: Ch. P. Neely
DATE: Oct 25, 1978