

CSO 02-NTTA-011
ORIGINAL

**INTERLOCAL AGREEMENT BETWEEN
TEXAS DEPARTMENT OF TRANSPORTATION
AND NORTH TEXAS TOLLWAY AUTHORITY**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is entered into by and between the Texas Department of Transportation, hereinafter referred to as “State” and North Texas Tollway Authority hereinafter referred to as “NTTA” pursuant to the authority granted and in compliance with Texas Transportation Code 201.209.

WHEREAS, these governmental entities have resources of equipment, facilities, staff and funding used for the purpose of maintaining the State’s highways and public roads and these resources can be cooperatively used to improve the efficiency and effectiveness of the State of Texas’s transportation system and;

WHEREAS, these parties have specifically determined that it would be in their best interest to cooperate in a Project for material testing and inspection;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the named parties herein, the State and NTTA agree as follows:

Article 1. Agreement Time Period

This agreement will become effective when fully executed by both parties and will terminate upon written notice or as specified in Article 3.

Article 2. Work Authorizations

The parties to this agreement will authorize only the use of those resources and pay for only those work items described in the Work Authorizations pursuant to this agreement. Work Authorizations specifies statement of services, calculation of reimbursable costs, maximum amounts payable, and payment for services.

Article 3. Termination and Discontinuation of Service

This agreement may be terminated for any of the following conditions:

- ◆ by mutual written agreement and consent of one or both parties;
- ◆ by either party upon the failure of the other party to fulfill its obligations set forth herein;
- ◆ by satisfactory completion of all services and obligations described herein;
- ◆ by either party if it is determined that the performance of its services is not in the best interest of the public.

Article 4. Responsibilities of the Parties

Both parties acknowledge that it is not an agent, servant, nor employee of any other party and that each party is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 5. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the parties, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 6. Successors and Assigns

Both parties bind itself, its successors, executors, assigns, and administrators to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 7. Amendments

By mutual written consent of both parties, this agreement and Work Authorizations may be amended prior to its expiration.

Article 8. Signatory Warranty

The undersigned signatories hereby affirm and warrant that the signatory has full & complete authority to enter into this agreement on behalf of the party they represent.

By  Date 6/18/02
Jennifer Soldano, Contract Services Office Director
Texas Department of Transportation

By  Date 8/23/02
NORTH TEXAS TOLL WAY AUTHORITY

Jerry Hiebert Executive Director
Printed Name Title