

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON, TEXAS AND THE NORTH TEXAS TOLLWAY AUTHORITY FOR TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTION OF KELLER SPRINGS ROAD AND MIDWAY ROAD

This Interlocal Agreement for Traffic Signal Modifications at the Intersection of Keller Springs Road and Midway Road (the "Agreement") is made and entered into by and between the City of Carrollton, Texas, a municipal corporation located in Dallas County, Texas ("Carrollton"); and the North Texas Tollway Authority, a regional tollway authority (the "NTTA").

WHEREAS, the NTTA is in the process of constructing a toll tunnel underneath the Addison Airport which will provide a direct east-west connection on Keller Springs Road which will benefit Carrollton; and

WHEREAS, the said tunnel construction will require traffic signal modifications at the intersection of Keller Springs Road and Midway Road which include relocation of two signal mast arms in the east side of Midway Road (the "Project"); and

WHEREAS, Carrollton, and the NTTA desire to enter into an Interlocal Agreement at the request of the NTTA to modify the traffic signal at Keller Springs Road and Midway; and

WHEREAS, Chapter 791 of the Texas Govt. Code, as amended (the "Act"), provides authorization for municipalities to contract with other governmental entities for the performance of governmental functions and services under the terms of the Act; and

WHEREAS, it is mutually advantageous to the parties to enter into this Agreement;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of which are hereby acknowledged Carrollton and the NTTA hereby contract, covenant, and agree as follows:

CARROLLTON

The City of Carrollton agrees as follows:

1. To consent to the construction by the NTTA of the Project within its corporate limits.
2. To provide supporting documentation, such as-built plans and other assistance reasonably requested by the NTTA, to assist the NTTA in its design and construction of the Project.
3. To review and approve the plans, specifications, and construction drawings required for the Project, which plans, specifications and drawings, when so approved, shall be deemed to comply with the City of Carrollton design standards for all purposes and shall constitute the "Project Plans" under this Agreement;
4. To accept, operate, and maintain, and bear all costs associated with operating and maintaining, the traffic signalization systems at the intersection of Keller Springs Road and Midway Road after the Project is inspected and completed in accordance with the Project Plans.

North Texas Tollway Authority

The North Texas Tollway Authority agrees as follows:

1. To prepare the Project Plans for the Project in accordance with the City of Carrollton design standards, including all necessary relocation of signal mast arms, all necessary rewiring of the signal, placing of new loop detectors and associated conduit, and other sundry items related to the signal modifications.
2. To construct the Project in a good and workmanlike manner in accordance with the Project Plans and to provide a one (1) year, one hundred (100) percent maintenance bond. The NTTA agrees Carrollton shall be consulted in the final design prior to construction, and be allowed to monitor construction.
3. To pay all costs of completing the Project in accordance with Project Plans, including costs of engineering, construction, inspection and final testing, but excluding any cost incurred by Carrollton in connection with its inspection of the Project.
4. To provide and pay for the construction and operation of any temporary traffic control device which may be needed during the construction of the Project, in accordance with the current manual and specifications for a uniform system of traffic-control devices adopted by the Texas Transportation Commission pursuant to Section 544.001, *et seq.*, of the Texas Transportation Code.

5. To provide any necessary traffic control during the construction of the Project in accordance with the current manual and specifications for a uniform system of traffic-control devices adopted by the Texas Transportation Commission pursuant to Section 544.001, et seq., of the Texas Transportation Code.

MISCELLANEOUS PROVISIONS

1. It is agreed that the NTTA will not begin construction pursuant to this Agreement until the Agreement has been fully executed by the parties.
2. At its sole discretion and without the need for consent of, approval by, or notification to, Carrollton, the NTTA may contract with third parties for the performance of any or all of the NTTA's obligations under this Agreement.
3. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
4. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.
5. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. The obligations and undertakings of each of the parties to this Agreement are and shall be performable in Dallas County, Texas.
8. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership or joint venture between Carrollton and the NTTA.
9. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, and without limiting the NTTA's ability to contract with third parties for the performance of its obligations hereunder, neither Carrollton nor the NTTA shall assign or transfer their

respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

10. All covenants and obligations of Carrollton and the NTTA under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of Carrollton or the NTTA shall have any personal obligations or liability hereunder.
11. This Agreement is entered into for the sole benefit of Carrollton and the NTTA and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.
12. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of Carrollton and the NTTA, as applicable, is fully authorized to bind that entity to the terms of this Agreement.
13. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Dallas County, Texas.
14. Except as otherwise expressly provided herein, Carrollton remains solely responsible for the proper patrolling, maintenance, and signalization of its city streets, including Keller Springs Road and Midway Road.

Carrollton has executed this Agreement pursuant to duly authorized City Council ^{action} ~~Resolution~~ Number _____, dated October 21, 1997. The NTTA has executed this Agreement pursuant to Resolution No. 15, adopted by the NTTA's Board of Directors, dated Sept. 3, 1997.

CITY OF CARROLLTON, TEXAS

Gary Jackson
Gary Jackson, City Manager

ATTEST:

Pamela Schmidt
Pam Schmidt, City Secretary



Approved as to form:

Karen Brophy
Karen Brophy, City Attorney

Approved as to content:

Cesar J. Molina, Jr., P.E.
Cesar J. Molina, Jr., P.E.
Transportation Division Manager

By authority of Council action dated 10/21/97.

TEXAS TURNPIKE AUTHORITY

James McCarley
James McCarley
Acting Executive Director
Texas Turnpike Authority

ATTEST:

Jimmie D. Newton

Approved as to form:

LOCKE PURNELL RAIN HARRELL
(A Professional Corporation),
General Counsel

Approved as to content:

James W. Griffin
James W. Griffin
Chief Engineer

By: Frank Stearns

DNT 309 (3)

MEMORANDUM

TO: Jerry Shelton
Armando Garza
Susan A. Buse
Engineering
HNTB
LPRH/WHSW
Brown & Root

DATE: October 9, 1997

FROM: James W. Griffin

SUBJECT: DNT-309 Interlocal Agreement for Removal, Relocation, Furnishing,
and Installation of Traffic Signals for the President George
Bush Turnpike

Contract DNT-309 is being assigned to an Interlocal Agreement by and between the Texas Turnpike Authority and the City of Carrollton for the removal, relocation, modification, adjustment and/or furnishing of traffic signal devices for the Addison Airport Toll Tunnel approach at Midway Road within the city limits of Carrollton. The Agreement was approved by Resolution No. 15 on September 3, 1997 by the Board of Directors of the North Texas Tollway Authority.

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NORTH TEXAS TOLLWAY AUTHORITY
BOARD OF DIRECTORS MEETING
SEPTEMBER 3, 1997

RESOLUTION NO. 15

WHEREAS, the 75th Legislature of the State of Texas enacted Senate Bill 370 ("SB 370"), to be effective September 1, 1997, (i) abolishing the Texas Turnpike Authority, an agency of the State of Texas (the "TTA"), (ii) establishing a Division of the Texas Department of Transportation, known as the Texas Turnpike Authority, and (iii) establishing the North Texas Tollway Authority (the "NTTA"), a regional turnpike authority, which legislation further authorizes the NTTA to finance, construct and operate turnpike projects within Collin, Dallas, Denton and Tarrant Counties; and

WHEREAS, the TTA has awarded contracts to construct the Addison Airport Toll Tunnel project (the "Tunnel"); and

WHEREAS, the City of Carrollton has requested the assistance of the TTA and, pursuant to the provisions of SB 370, the NTTA and its project engineer in providing proper designs, writing appropriate specifications, and providing for procurement and installation of the requisite traffic signal devices at the intersection of Keller Springs Road and Midway Road, and the TTA has determined that such assistance will benefit the construction and operation of the Tunnel.

NOW THEREFORE BE IT RESOLVED, that an Interlocal Agreement between the City of Carrollton and the NTTA be approved for the design, procurement and installation of traffic signal devices in connection with the construction of the Tunnel at the estimated cost of \$51,000 to the NTTA; and

BE IT FURTHER RESOLVED, that the Executive Director of the NTTA be, and he is hereby, authorized to execute an Interlocal Agreement on behalf of the NTTA with the City of Carrollton to provide for design and relocation of said City of Carrollton traffic signal devices, with compensation for such services being paid from the proceeds of Dallas North Tollway Revenue Bonds (Addison Airport Toll Tunnel) Series 1994.