

Texas Department of Transportation
TECHNICAL PROVISIONS

STATE HIGHWAY 360

Attachment 5-1

Municipal Maintenance Agreement
Operation and Maintenance of Traffic Signals

*Fully Executed
Grand Prairie Agreement*

MEMORANDUM

TO: Mr. Wallace Ewell
Fort Worth District Office

DATE: November 17, 1993

FROM: Gary K. Trietsch, P.E.

Originating Office
Traffic Operations-TE

SUBJECT: Traffic Signal Agreement - Type R

Attached for your file and distribution is one signed copy of the subject agreement executed between the State and the City of Grand Prairie.

An original agreement is being retained for the files of the Traffic Engineering Section of the Traffic Operations Division.

LW:cn
Attachment

*Devidas B. Thakur P.E.
for GKT*

NOV 19 1993

DISTRICT 2 TRAFFIC OPERATIONS GROUP	
DTO <u>WT</u>	DTE <u>WT</u>
ADMIN _____	TRAF SAFE _____
SIGNALS _____	SIG SHOP _____
SIGNS _____	COUR PATR _____
TRAF MGT _____	BICYCLES _____
TRAF OPS _____	AUTOMATION _____
RR _____	
COMMENTS: _____	

T. S. DEPT. OF TRANS. FORT WORTH, TEXAS		
Distribution	_____	
Remarks	_____	
NOV 19 1993		
DE <input type="checkbox"/>	DM <input type="checkbox"/>	WHSE <input type="checkbox"/>
DDE <input type="checkbox"/>	DC <input type="checkbox"/>	LAB <input type="checkbox"/>
DA <input type="checkbox"/>	DTO <input checked="" type="checkbox"/>	<input type="checkbox"/>
TPD <input type="checkbox"/>	ROW <input type="checkbox"/>	<input type="checkbox"/>

TERRY M. GIBBS

Contract No. 3051

AGREEMENT FOR THE
INSTALLATION AND REIMBURSEMENT FOR THE
OPERATION AND MAINTENANCE OF
TRAFFIC SIGNALS WITHIN A MUNICIPALITY

STATE OF TEXAS §
COUNTY OF TRAVIS §

This AGREEMENT made by and through the State of Texas acting by and through the Texas Department of Transportation, hereinafter called the "State" and the City of Grand Prairie, hereinafter called the "City," acting by and through its duly authorized officers, as evidenced by Resolution/Ordinance No. 3051, executed on 9-7-93, hereinafter acknowledged by reference.

W I T N E S S E T H

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the 13th day of May, 1969, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, in accordance with Texas Administrative Code: Title 43 Texas Administrative Code Section 25.5, on the 27th day of May, 1987, the State Highway and Public Transportation Commission now the Texas Transportation Commission passed Commission Minute Order No. 85777, authorizing the State to install, operate and maintain traffic signals on: (a) highway routes not designated as full control of access inside the corporate limits of cities, having a population less than 50,000

(latest Federal Census); and (b) highways designated as full control of access in all cities; and

WHEREAS, the City has a population of ^{more} ~~(over/less)~~ than 50,000 population according to the latest Federal Census; and

WHEREAS, the City requests the State to assume the installation, operation and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on EXHIBIT 3.

NOW, therefore, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. Contract Period

This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period of one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of both parties, or terminated as hereinafter provided.

Article 2. Construction Responsibilities

A. The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's

option, any special auxiliary equipment, interconnect and/or communication material and equipment), and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of plans containing the following notation:

"Attachment No. _____ to special Agreement for construction, maintenance and operation of traffic signals within municipality, dated 11-17-93 .

The City-State construction, maintenance and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. Maintenance, Operation, and Power Responsibilities

A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on EXHIBIT 1. Power costs shall be billed as specified in EXHIBIT 2, "Traffic Signal Maintenance and Operations Provisions," attached hereto and made a part of this Agreement.

B. The City will provide a trained staff to maintain and operate the traffic signals shown on EXHIBIT 1, and the State will reimburse the

City at the flat rate shown in EXHIBIT 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.

C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in EXHIBIT 2.

D. The City shall maintain at least one log of all emergency calls and all routine maintenance.

E. Routine maintenance will be performed by the city as specified in EXHIBIT 2.

Article 4. Compensation

A. The maximum amount payable under this Agreement is \$12,171.96 per year.

B. Calculations for the above lump sum amount shall be shown in EXHIBIT 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.

C. The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. Payment

A. The State agrees to reimburse the City at the flat rate shown in EXHIBIT 3 for maintenance and operation costs for the traffic signals described in EXHIBIT 1. The City shall submit to the State Form 132, "Billing Statement," or an invoice statement acceptable to the State on a (~~monthly~~/quarterly/~~annual~~ basis). An original Form 132 or acceptable invoice and four copies shall be submitted to the following address:

Texas Department of Transportation
P.O. Box 6868
Fort Worth, TX 76115

B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.

C. The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.

D. Knockdowns or damage resulting from accident or act of God and requiring emergency replacement of major equipment shall not be included in the (~~MONTHLY~~/ quarterly/~~QUARTERLY~~) payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.

E. Payment for the addition or deletion of a traffic signal installation shall be made by supplemental agreement.

Article 6. Indemnification

To the extent permitted by law, the City shall indemnify and save harmless the State, its agents or employees, from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance, or failure of performance by the City, its agents, officers and employees, under this Agreement.

Article 7. Termination

A. This Agreement may be terminated by any of the following conditions:

- (1) By mutual agreement and consent of both parties.

- (2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation services for those traffic signal installations which the City has agreed to maintain and operate.
- (3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (4) By the City upon one hundred twenty (120) days written notice to the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. Subletting

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. Amendments

Changes in the character, costs, provisions in the attached exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties.

Article 10. Successors and Assigns

The State and the City bind themselves, successors, assigns and legal representatives to the other party to this Agreement and the successors,

assigns and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet or transfer any interests in this Agreement without the written consent of the State.

Article 11. Legal Construction

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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. Prior Agreements Superseded

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 within subject matter.

Article 13. Gratuities

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who reasonably speaking do business with the State under this contract may not make any offer of benefits, gifts or favors to Departmental employees, except as mentioned hereabove. Failure on the part of the City to adhere to this policy may result in the termination of this contract.

IN WITNESS WHEREOF, the parties have executed duplicate counterparts to effectuate this Agreement.

The City of: Grand Prairie

By: *Ray Brown*
(Name)

City Manager
(Title)

9-13-93
(Date)

ATTEST:

Sue Shaver
City Secretary

THE STATE OF TEXAS

Certified as being executed for the purpose and affect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

By: *Devadas B. Thilani*, P.E.
for Director, Traffic Operations Division

Date: 11-17-93

"Reviewed by City Attorney,
TLW"

EXHIBIT I

SIGNALIZED INTERSECTIONS ON STATE HIGHWAYS LOCATED WITHIN THE CITY
OF GRAND PRAIRIE

LOCATION	TYPE OF SIGNAL
I.	<u>DIAMOND WITH ONE CONTROLLER</u>
1. SH360 & Carrier Pkwy.	
2. SH360 with Post & Paddock	
II.	<u>DIAMOND WITH TWO CONTROLLERS</u>
1. IH20 & Great S. W. Pkwy.	

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating agency agrees to:

1. Lamps shall be replaced as outages are reported or detected in routine maintenance of signal system. All replacement lamps shall equal the wattage and type of the existing lamp.
2. Keep signal posts and controller pedestals and foundations in alignment.
3. Keep signal posts and controller pedestals tight on foundations.
4. Keep signal heads aligned and controller cabinets tight on their pedestals and properly adjusted.
5. Check the controllers, conflict monitors, loop amplifiers, relays, and detectors a minimum of once every six months to ascertain that they are functioning properly and make all necessary repairs and replacements.
6. Keep interior of controller cabinets in a neat and clean condition at all times.
7. Clean cabinet, reflectors, lenses, and replace lamps a minimum of once every thirty months.
8. Repaint all highway traffic signal components exposed to weather with a non-lead based paint a minimum of once every five years. Plastic signal heads and galvanized and aluminum components are excluded.
9. Repair and/or replace any and all equipment that malfunctions or is damaged. Excluded from this is the replacement of obsolete equipment, equipment that is damaged beyond repair, and equipment that has been damaged by sources not under the City's control. The City will be reimbursed for any damages as a result of an accident, damage by contractors, or for the relocation of any equipment requested by the State.

10. Provide alternate traffic control equipment during a period when the equipment must be repaired. This may be accomplished through installation of spare equipment, placing the intersection on flash, manually operating the controller, setting the timing until repairs can be made, or manually directing traffic through the use of proper authorities and in accordance with the Texas manual on Uniform Traffic Control Devices.
11. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays and holidays.
12. Provide the State and local law enforcement agencies the location and telephone number for emergency maintenance.
13. Document observations by trained City personnel of traffic signal operation at each traffic signal to assure fair distribution of time for all traffic movements (phases) during varying traffic conditions.
14. Check cabinet filter a minimum of one every six months and clean if necessary. Cabinet filter shall be replaced every two (2) years.
15. Document all observations, maintenance performed and corrective actions.
16. Repair or replace any vehicle loop detectors that have failed within ten (10) working days of notification. This is contingent that the road surface is suitable for the detector to be replaced. It will not be the responsibility of the City to repair the road surface before replacing the detector.

NOTE: Power cost shall be billed directly to the State.

EXHIBIT 3

GRAND PRAIRIE

Diamond Interchange Signals with one controller shall be reimbursed at \$3,582.00 per intersection per year.

Calculations: $\$298.50/\text{mo.} \times 12 \text{ months} = \$3,582.00/\text{yr.}$

Diamond Interchange signals with two or more controllers shall be reimbursed at \$5,007.96 per intersection per year.

Calculations: $\$417.33/\text{mo.} \times 12 \text{ months} = \$5,007.96/\text{yr.}$

GRAND PRAIRIE

EXHIBIT 3

Cost Summary of signalized intersections on State Highways located within the City of Grand Prairie

ITEM	TYPE OF SIGNAL	MONTHLY COST	QTY.	TOTAL MONTHLY COST	TOTAL ANNUAL COST
I.	Diamond w/one Controller	\$298.50	2	\$597.00	\$7,164.00
II.	Diamond w/two Controllers	417.33	1	417.33	5,007.96
			<u>3</u>	<u>\$1,014.33</u>	<u>\$12,171.96</u>

12,171.96
15,153.96

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND REIMBURSEMENT FOR THE OPERATION MAINTENANCE OF TRAFFIC SIGNALS ON CONTROLLED ACCESS FACILITIES

WHEREAS, the Texas Department of Transportation (TxDOT) has requested that the City enter into an agreement for the installation and reimbursement for the operation and maintenance of traffic signals on controlled access facilities within a municipality;

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per signal located along control access highways within the City's corporate limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS;

Section 1: THAT the City Manager is hereby authorized to execute an agreement with and between the City and the State of Texas acting by and through the Texas Department of Transportation;

Section 2: THAT a copy of the agreement is attached hereto and made a part hereof as if fully set out herein;

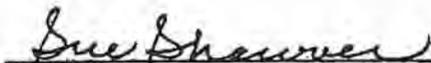
Section 3: THAT this resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THIS 7th DAY OF September, 1993.



MAYOR, CITY OF GRAND PRAIRIE, TEXAS

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney-TLA

10-5-93

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To <u>Gerry Sibbo</u>	From <u>Richard Rims</u>
Co. <u>TxDOT</u>	Co.
Dept.	Phone # <u>660-8133</u>
Fax # <u>(817) 370-6707</u>	Fax # <u>264-9086</u>

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND REIMBURSEMENT FOR THE OPERATION MAINTENANCE OF TRAFFIC SIGNALS ON CONTROLLED ACCESS FACILITIES

WHEREAS, the Texas Department of Transportation (TxDOT) has requested that the City enter into an agreement for the installation and reimbursement for the operation and maintenance of traffic signals on controlled access facilities within a municipality;

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per signal located along control access highways within the City's corporate limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS;

Section 1: THAT the City Manager is hereby authorized to execute an agreement with and between the City and the State of Texas acting by and through the Texas Department of Transportation;

Section 2: THAT a copy of the agreement is attached hereto and made a part hereof as if fully set out herein;

Section 3: THAT this resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THIS 7th DAY OF September, 1993.

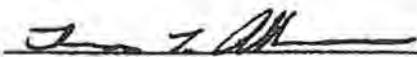


MAYOR, CITY OF GRAND PRAIRIE, TEXAS

ATTEST:


City Secretary

APPROVED AS TO FORM:


City Attorney *FLA*

10-5-93

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To <u>Jerry Sitbo</u>	From <u>Richard Rino</u>
Co. <u>TxDOT</u>	Co.
Dept.	Phone # <u>660-8133</u>
Fax # <u>(817) 370-6707</u>	Fax # <u>264-9086</u>

STATE OF TEXAS §
 COUNTY OF TRAVIS §

**SUPPLEMENTAL AGREEMENT NO. 5 TO
 AGREEMENT FOR THE INSTALLATION AND REIMBURSEMENT
 FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
 WITHIN A MUNICIPALITY**

WHEREAS, on the 17th day of November, 1993, an Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality was entered into by and between the Texas Department of Transportation hereinafter called the "State," and the City of Grand Prairie, hereinafter called the "City," and subsequently identified the agreement as Contract Number 3051; and

WHEREAS, the parties to this agreement have mutually determined that it is necessary to amend the original agreement due to the following reasons: Add two (2) Signalized Intersections

NOW, THEREFORE, Contract No. 3051 is amended as follows:

EXHIBIT 1

EXHIBIT 1 is amended to add the traffic signals installations at the following intersections:

- SH 360 at Webb Lynn
- SH 260 at New York Avenue.

A copy of the revised EXHIBIT 1 is attached hereto and made a part of this agreement.

Article 4. Compensation

The maximum amount payable under this agreement is increased from \$29,351.88 to \$36,515.88 per year in accordance with the above changes. Calculations for the increase/decrease to the maximum amount payable are as follows:

AMOUNT OF THIS SUPPLEMENTAL AGREEMENT	\$ <u>7,164.00</u>
ORIGINAL MAXIMUM AMOUNT PAYABLE PER YEAR	\$ <u>12,171.96</u>
TOTAL PREVIOUS SUPPLEMENTAL AGREEMENTS	\$ <u>17,179.92</u>
REVISED MAXIMUM AMOUNT PAYABLE PER YEAR	\$ <u>36,515.88</u>

ARTICLE 5. Payment

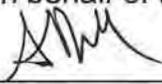
The amount of this supplemental agreement shown above shall be a prorated amount based on the cost for the type of installation calculated on EXHIBIT 3 of the original agreement and any increases or decreases caused by any subsequent supplemental agreements. The (monthly/quarterly/annual) payment shall be adjusted accordingly.

All other terms or conditions are unchanged and remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates shown hereinbelow.

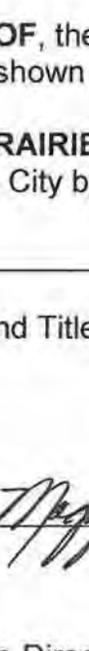
THE CITY OF GRAND PRAIRIE
Executed on behalf of the City by:



By  Date 1/28/08

Typed or Printed Name and Title Anna Doll
Deputy City Manager

ATTEST:

By  Date 1/28/08
City Secretary

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

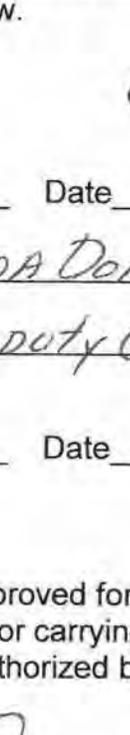
for By  Date 2/29/08
Maribel P. Chavez, P.E.
District Engineer

EXHIBIT 1

Signalized intersections on State Highways located in the City of Grand Prairie.

LOCATION	TYPE OF SIGNAL
<ol style="list-style-type: none"> 1. SH 360 at Carrier Parkway 2. SH 360 at Post & Paddock 3. SH 360 at Green Oaks Boulevard 4. SH 360 at Fountain Parkway 5. SH 360 at Webb Lynn 6. SH 360 at New York Avenue 	<p><u>Diamond with one (1) Controller</u></p> <p>Original Agreement Original Agreement Supplemental Agreement 1 Supplemental Agreement 2 Supplemental Agreement 5 Supplemental Agreement 5</p>
<ol style="list-style-type: none"> 1. IH 20 at Great Southwest Parkway 2. SH 360 at Harwood/Camp Wisdom Road 3. SH 360 at Ragland Road 	<p><u>Diamond with two (2) Controllers.</u></p> <p>Original Agreement Supplemental Agreement 3 Supplemental Agreement 4</p>

EXHIBIT 3

Actuated Signals at conventional intersections and at Tee intersections shall be reimbursed at N/A per intersection per year.

Calculations:

Fixed Time Signal shall be reimbursed at N/A per intersection per year.

Calculations:

Diamond Interchange Signals with one controller shall be reimbursed at \$3,582.00 per intersection per year.

Calculations:

$\$298.50/\text{MO.} \times 12 \text{ MONTHS} = \$3,582.00/\text{YR.}$

Diamond Interchange Signals with two or more controllers shall be reimbursed at \$5007.96 per intersection per year.

Calculations:

$\$417.33/\text{MO.} \times 12 \text{ MONTHS} = \$5,007.96/\text{YR.}$

Sign Mounted Flashers shall be reimbursed at N/A per unit per year.

Calculations:

Overhead Flashing Beacons shall be reimbursed at N/A per intersection per year.

Calculations:

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR CITY TO ASSUME OPERATION
AND MAINTENANCE OF EXISTING SIGNALS
WHEN ANNEXED BY CITY OVER 50,000 POPULATION
OR CITY GROWS TO OVER 50,000 POPULATION**

THIS AGREEMENT, by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the City of Mansfield, Tarrant County, Texas, acting by and through its duly authorized officials, called the "City." This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. The City, acting by and through its duly authorized officers under Attachment "A", Ordinance / Resolution, dated November 14, 2011 is attached to and made part of this agreement.

WITNESSETH

WHEREAS, there are highway traffic signal(s) in place at the location(s) shown on Attachment "B" - Locations, attached to and made a part of this agreement, and said highway traffic signal(s) having been installed, operated, and maintained by the State at a time when said location(s) were not within the corporate limits of a City of 50,000 population or over; and

WHEREAS, said location(s) are now within the corporate limits of a City of 50,000 population or over; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5, has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City has requested the State to leave the highway traffic signal(s) in place at the location(s) shown on Attachment "B" and has authorized the continued existence, use, operation, and maintenance of the highway traffic signal(s) by Attachment "A", Ordinance / Resolution.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. The State will leave the highway traffic signal(s) in place at the location(s) shown on Attachment "B" - Locations.

Article 2. For location(s) listed on Attachment "B" as non-freeway locations:

The City will operate and maintain the signal(s) at their expense.

Article 3. The City will pay all power costs for operating the signal(s).

The City shall be the responsible authority to make changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient and orderly movement of traffic.

The City will return any and all parts of said highway traffic signal installation(s) to the State should they be removed by the City for any reason other than for installation on a State or Federal numbered highway route at a location approved by the State.

The City acknowledges that it is not an agent, servant, or employee of the State, and thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 4. For location(s) listed on Attachment "B" as freeway locations:

The State will operate and maintain the signal(s) at its expense.

The State will pay all power costs for operating the signal(s).

The City will exercise no control whatsoever over the operation, maintenance, use, or existence of the highway traffic signal(s) without written authority from the Texas Department of Transportation.

The State shall have the authority to make such changes in the design and operation of the highway traffic signal(s) as it may deem necessary and advisable to promote the safe, convenient, and orderly movement of traffic.

Article 5. General conditions for all locations shown on Attachment "B".

The City will be responsible for the police enforcement required for securing obedience to the highway traffic signal(s).

In the event the signal installation(s) covered by this Agreement become unnecessary or are removed for any reason, this Agreement shall terminate.

The State will not incur any financial obligation to the City as a result of this Agreement.

Any changes in the provisions of this Agreement or obligations of the parties hereto shall be enacted by a written amendment executed by both the State and the City.

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 6. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
<u>The City of Mansfield</u> <u>1200 East. Broad St.</u> <u>Mansfield, TX 76063</u>	<u>Texas Department of Transportation</u> <u>2501 Southwest Loop 820</u> <u>Fort Worth, Texas 76133</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 7. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 8. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State

Article 9. This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates shown herein below.

THE CITY OF Mansfield

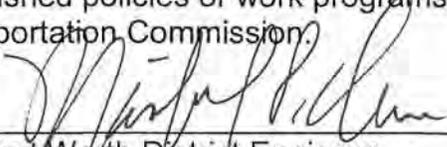
Executed on behalf of the City by:

By  Date _____

Typed or Printed Name and Title Clayton W. Chandler
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By  Date 12/14/2011
Fort Worth District Engineer

ATTACHMENT "A"

11-2532

RESOLUTION NO. RE-2743-11

A RESOLUTION AUTHORIZING THE CITY OF MANSFIELD TO ENTER AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CITY TO ASSUME OPERATION AND MAINTENANCE OF EXISTING TRAFFIC SIGNALS AND FLASHERS ON NON-FREEWAY STATE ROADWAYS

WHEREAS, it is recognized that it is the best interest of the citizens of the City of Mansfield that the City of Mansfield enter into a Agreement to assume operation and maintenance of existing traffic signals and flasher at non-freeway locations with the Texas Department of Transportation, and

WHEREAS, Texas Department of Transportation and the City of Mansfield have agreed to said terms of the Agreement, and

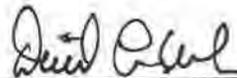
WHEREAS, the Texas Department of Transportation and the City of Mansfield have agreed to contract with each other for the City to assume operation and maintenance of existing TxDOT traffic signals and flashers at non-freeway locations within the City limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

The City of Mansfield enter into an Agreement for the City to assume operation of maintenance of existing TxDOT traffic signals and flashers at non-freeway locations within the City limits.

PASSED AND APPROVED THIS THE 14th DAY OF NOVEMBER, 2011.



David L. Cook, Mayor

ATTEST:



Vicki Collins, City Secretary

ATTACHMENT "B" - LOCATIONS

	MANSFIELD SIGNALS	TYPE OF ROADWAY
1	BU 287 P & BROAD STREET	NON-FREEWAY LOCATION
2	BU 287 P & FM 1187 / DEBBIE LANE	NON-FREEWAY LOCATION
3	BU 287 P & FM 157 / MOUSER	NON-FREEWAY LOCATION
4	BU 287 P & HUNT STREET	NON-FREEWAY LOCATION
5	BU 287 P & OAK STREET	NON-FREEWAY LOCATION
6	BU 287 P & PLEASNT RIDGE	NON-FREEWAY LOCATION
7	BU 287 P & TURNER WARNELL	NON-FREEWAY LOCATION
8	FM 1187 & GERTIE BARRETT	NON-FREEWAY LOCATION
9	FM 157 & DEBBIE LANE	NON-FREEWAY LOCATION
10	FM 157 & FORREST MILL TR.	NON-FREEWAY LOCATION
11	FM 157 & RUSSELL LANE	NON-FREEWAY LOCATION
12	FM 157 & TANGLEWOOD	NON-FREEWAY LOCATION
13	FM 157 & US 287 NB FR	FREEWAY LOCATION
14	FM 157 & US 287 SB FR	FREEWAY LOCATION
15	SH 360 NB FR & HOLLAND	FREEWAY LOCATION
16	SH 360 SB FR & HOLLAND	FREEWAY LOCATION
17	US 287 & BROAD STREET	FREEWAY LOCATION
18	US 287 & DEBBIE LANE	FREEWAY LOCATION
19	US 287 & WALNUT CREEK	FREEWAY LOCATION
20	SH 360 NB FR & EAST BROAD ST.	NON-FREEWAY LOCATION
21	SH 360 SB FR & EAST BROAD ST.	NON-FREEWAY LOCATION
	SCHOOL ZONE FLASHERS	
22	FM 1187 & GERTIE BARRETT WB	NON-FREEWAY LOCATION
23	FM 1187 & COASTLINE LANE EB	NON-FREEWAY LOCATION
24	FM 1187 EB & CARDINAL (SOLAR)	NON-FREEWAY LOCATION
25	FM 1187 WB & CARDINAL (SOLAR)	NON-FREEWAY LOCATION
26	BU 287 P NB & FM 1187 (SOLAR)	NON-FREEWAY LOCATION
27	BU 287 P SB & FM 1187 (SOLAR)	NON-FREEWAY LOCATION
28	BU 287 P NB & LONESTAR	NON-FREEWAY LOCATION
29	BU 287 P SB & LONESTAR (SOLAR)	NON-FREEWAY LOCATION
	ADVANCED FLASHERS	
30	FM 157 SB & US 287	NON-FREEWAY LOCATION
	FLASHING BEACONS	
31	BU 287 P & FM 157 / LONESTAR	NON-FREEWAY LOCATION
32	FM 917 & JESSICA DRIVE	NON-FREEWAY LOCATION

RESOLUTION NO. RE-2743-11

A RESOLUTION AUTHORIZING THE CITY OF MANSFIELD TO ENTER AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CITY TO ASSUME OPERATION AND MAINTENANCE OF EXISTING TRAFFIC SIGNALS AND FLASHERS ON NON-FREEWAY STATE ROADWAYS

WHEREAS, it is recognized that it is the best interest of the citizens of the City of Mansfield that the City of Mansfield enter into a Agreement to assume operation and maintenance of existing traffic signals and flasher at non-freeway locations with the Texas Department of Transportation, and

WHEREAS, Texas Department of Transportation and the City of Mansfield have agreed to said terms of the Agreement, and

WHEREAS, the Texas Department of Transportation and the City of Mansfield have agreed to contract with each other for the City to assume operation and maintenance of existing TxDOT traffic signals and flashers at non-freeway locations within the City limits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, THAT:

SECTION 1.

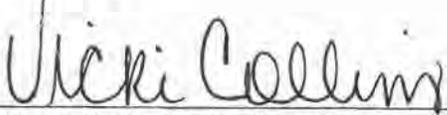
The City of Mansfield enter into an Agreement for the City to assume operation of maintenance of existing TxDOT traffic signals and flashers at non-freeway locations within the City limits.

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