

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 Eules, 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 _____, 20__ 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 Euless</u> <u>City Hall Campus</u> <u>201 N. Ector Dr.</u> <u>Euless, Texas 76039</u>	<u>Texas Department of Transportation</u> <u>Post Office Box 6868</u> <u>Fort Worth, Texas 76115-0868</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 _____
Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____

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 _____
Fort Worth District Engineer

ATTACHMENT "B" - LOCATIONS

	EULESS SIGNALS	TYPE OF ROADWAY
1	SH 360 & MIDWAY	FREEWAY LOCATION
2	SH 360 & MID-CITIES	FREEWAY LOCATION
3	SH 360 SB SR & HARWOOD	FREEWAY LOCATION
4	SH 360 NB SR & HARWOOD	FREEWAY LOCATION
5	SH 121 & MURPHY DRIVE	FREEWAY LOCATION
6	SH 183 & WESTPARK WAY / MURPHY	FREEWAY LOCATION
7	SH 183 & MURPHY DRIVE	FREEWAY LOCATION
8	SH 183 & ECTOR DRIVE	FREEWAY LOCATION
9	SH 183 & EULESS MAIN	FREEWAY LOCATION
10	SH 10 & WESTPARK	NON-FREEWAY LOCATION
11	SH 10 & WILSHIRE	NON-FREEWAY LOCATION
12	SH 10 & FM 157	NON-FREEWAY LOCATION
13	SH 10 & ECTOR / SIMMONS	NON-FREEWAY LOCATION
14	SH 10 & VINE	NON-FREEWAY LOCATION
15	SH 10 & EULESS MAIN	NON-FREEWAY LOCATION
16	SH 10 & RAIDER	NON-FREEWAY LOCATION
17	FM 157 & MID-CITIES	NON-FREEWAY LOCATION
18	FM 157 & CUMMINS/LAKESHORE	NON-FREEWAY LOCATION
19	FM 157 & HARWOOD	NON-FREEWAY LOCATION
20	FM 157 & MIDWAY	NON-FREEWAY LOCATION
21	FM 157 & TROJAN TRAIL	NON-FREEWAY LOCATION
22	FM 157 & SH 183	FREEWAY LOCATION
23	FM 157 & SIGNET DRIVE	NON-FREEWAY LOCATION
	SCHOOL FLASHERS	
24	SH 10 EB & VINE	NON-FREEWAY LOCATION
25	SH 10 WB & VINE (SOLAR)	NON-FREEWAY LOCATION
26	SH 183 WB FR & MAIN (SOLAR)	FREEWAY LOCATION
27	FM 157 & TROJAN TRAIL	NON-FREEWAY LOCATION
28	FM 157 between HARWOOD & MIDWAY	NON-FREEWAY LOCATION