

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SUNNYVALE, TEXAS,
AND THE CITY OF MESQUITE, TEXAS, FOR THE OPERATION,
MAINTENANCE, AND COORDINATION OF TRAFFIC SIGNALS AND
ASSOCIATED DATA SHARING**

AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SUNNYVALE, TEXAS, AND THE CITY OF MESQUITE, TEXAS, FOR THE OPERATION, MAINTENANCE, AND COORDINATION OF TRAFFIC SIGNALS AND ASSOCIATED DATA, hereinafter referred to as “Agreement,” is made and entered into by and among the **TOWN OF SUNNYVALE, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Sunnyvale," and the **CITY OF MESQUITE, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Mesquite." Sunnyvale and Mesquite may, from time to time herein, be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement after approval from their respective governing bodies (the “Effective Date”).

WITNESSETH:

WHEREAS, on November 6, 2006, Mesquite and Sunnyvale entered into an Interlocal Agreement for the operation and maintenance of a traffic signal at Belt Line Road and Town East Boulevard (the “Original ILA”); and

WHEREAS, the Parties recognize that Belt Line Road continues to be a critical arterial street carrying large traffic volumes ,that Belt Line Road serves both Mesquite and Sunnyvale residents, and that more efficient coordination of traffic signals along the Belt Line Road corridor is in the best interests of the citizens of both parties and the public as a whole; and

WHEREAS, the Parties also wish to share traffic and vehicle-related data to provide enhanced dynamic traffic monitoring and signal timing and

WHEREAS, the Interlocal Cooperation Act (the “Act”), codified in Chapter 791 of the Texas Government Code, provides authorization for the local governments to contract with one or more governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Sunnyvale and Mesquite are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users, and

WHEREAS, the Parties now agree, the Original ILA shall be terminated as of the Effective Date of this Agreement, and

WHEREAS, the Parties now desire to enter into this Agreement for the operation, maintenance, coordination, and associated data sharing of traffic signals identified in Section 2 of this Agreement (the “Signal System”) and

WHEREAS, the Agreement allows the Signal System to be maintained and operated most economically by providing for shared costs and responsibilities between the Parties; and

WHEREAS, each of the Parties acknowledges current funds are available to satisfy any fees and costs required according to this Agreement and

WHEREAS, the Parties now desire to execute the Agreement to establish the Parties' roles and responsibilities for the Project.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Term. This Agreement may be terminated by either Party, with or without cause. Without penalty or prejudice to any other remedy, it may be entitled to, at law, or in equity or otherwise under this Agreement, by giving the other Parties at least ninety (90) days prior written notice of the termination date. In this event, this Agreement shall terminate as to all Parties as of such termination date.

2. Signal System. The Signal System shall consist of all equipment and software needed to operate, maintain, and coordinate traffic signals and associated data sharing at the locations listed as follows:

- (a) Belt Line Road and Town East Boulevard (existing)
- (b) Belt Line Road at Entrance to Gateway project (proposed) – approximately 850 feet south of Town East Blvd.
- (c) Belt Line Road at Creekside Drive (existing)
- (d) Data from the Optic Fiber Communications conduit and line on Belt Line Road from Tripp Road to Town East Boulevard will be shared..
- (e) Thermoplastic pavement markings (turn arrows, crosswalks, stop bars) that are associated with each of the above signal locations.

3. Roles and Responsibilities.

- (a) Sunnyvale, at its sole cost and responsibility, will design, construct, and upgrade to Mesquite traffic signal equipment standards the following:
 - i. Belt Line Road and Town East Boulevard Traffic Signal
 - ii. Belt Line Road at Creekside Drive Traffic Signal
 - iii. Belt Line Road is at the entrance to the Gateway Retail project.
 - iv. The Optic Fiber Communications conduit and line are on Belt Line Road from Tripp Road to Town East Boulevard.

- v. Thermoplastic pavement markings (turn arrows, crosswalks, stop bars) that are associated with each of the above signal locations.
- (b) Sunnyvale will directly pay all electric power costs associated with the operation of the Signal System.
- (c) Sunnyvale will pay an annual rate, as identified in Section 4 of this Agreement, to Mesquite for the operation, maintenance, signal timing, and coordination of the traffic signals and associated data sharing at the locations identified in Section 2 of this Agreement.
- (d) Mesquite will operate, maintain, and coordinate the Signal System and associated data sharing in accordance with the minimum requirements as follows:
 - i. Inspect the signal system at least once every month and replace malfunctioning lamps or other minor damage as may be required. Police, citizens, or other reports of malfunctioning lamps or other damage that could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate action will be taken to protect the public's safety.
 - ii. Keep traffic signal, video detection, preemption, and pedestrian signal heads and cameras aligned and properly adjusted. Repair back plates whenever needed.
 - iii. Check the Signal System components such as controllers, conflict monitors, detector units, relays, pedestrian push buttons, and load switches a minimum of every month to ascertain that they are functioning correctly and make all repairs and adjustments.
 - iv. Provide alternate traffic control during a period of Signal System failure. This may be accomplished by installing stop signs and placing the intersections on flash. In addition, barricades and warning signs shall be provided in accordance with the latest edition of Texas Manual on Uniform Traffic Control Devices (TMUTCD), adopted by the Texas Transportation Commission per Texas Transportation Code § 544.001.
 - v. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties twenty-four (24) hours a day, including Saturdays, Sundays, and holidays.
 - vi. Provide Sunnyvale personnel with the telephone numbers of on-call personnel responsible for emergency maintenance.

vii. Document all checks and corrective action in a separate logbook for the locations.

viii. Provide continuous monitoring of signal operation and adjust signal timing and coordination as needed to provide the greatest traffic flow efficiency and safety at the subject intersections and connecting thoroughfares.

(d) The Parties agree that the following coordinated efforts shall be part of the Project:

- i. An annual meeting between Sunnyvale and Mesquite at a date and time to be determined by staff to discuss signal timing and coordination, needed signal upgrades, and other congestion mitigation efforts.
- ii. Continued coordination between Sunnyvale and Mesquite engineering, public works, and police departments regarding using video detection video files or Flock systems video files for traffic studies and/or crime reduction efforts.

4. Annual Rate. The annual rate payable for the operation, maintenance, and coordination of the traffic signals, identified in Section 3, and associated data is \$13,608.00 per year, invoiced on an annual fiscal year basis. Mesquite will invoice Sunnyvale at the beginning of the fiscal year (October 1) for that current fiscal year. Calculations for this amount based on current costs are shown in **Exhibit 1**, attached hereto, and made a part of this Agreement. The calculations shall be subject to change based on changes in costs for labor and materials. Mesquite will evaluate their costs annually and notify Sunnyvale no later than July 1 of each year of any change in costs that will increase the annual Sunnyvale payment. Any increase in costs must be substantiated with calculations on labor, equipment, and other costs associated with the operations and maintenance of the Signal System.

5. Payment. Mesquite shall submit a request for payment to Sunnyvale at the following address:

Town of Sunnyvale
Attn: Town Engineer with a copy to the Town Finance Director
127 Collins Road
Sunnyvale, Texas 75182

Sunnyvale shall make payment to Mesquite within thirty (30) days of the receipt of Mesquite's request for payment.

6. Payments Requiring Supplemental Agreements. The Annual Rate to be paid by Sunnyvale to Mesquite per Section 4 does not include costs associated with the replacement of signal equipment such as Signal Poles, Mast Arms, Foundations, Detectors, Controllers, Controller Cabinet, Conflict Monitor, electrical conduit, or wiring and the rest of the associated Signal System due to obsolescence, damage due to accidents, excavation or an act of nature or environmental hazards such as lightning strikes, wind storms, etc. Costs for replacing Signal System equipment

or systems associated with these events should be estimated by the City of Mesquite. They shall be submitted by estimate and invoice with supporting information to Sunnyvale for review and approval before proceeding with the repair or upgrade. Upon Sunnyvale's approval of the estimate and invoice, Sunnyvale shall make payment as outlined in Section 5 of this Agreement.

7. Binding Obligation. This Agreement shall become a binding obligation of the signatories upon execution by all signatories. Mesquite and Sunnyvale warrant and represent that the individuals executing this Agreement on behalf of Mesquite and Sunnyvale have full authority to execute this Agreement and bind Mesquite and Sunnyvale to the same.

8. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

9. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth below the signature of the Party.

10. Amendment: This Agreement may be amended by the mutual written Agreement of both parties hereto.

11. Severability: If 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

12. Governing Law: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

13. Entire Agreement: This Agreement represents the entire agreement between the parties concerning the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that relates to the subject matter of this Agreement.

14. Recitals: The recitals to this Agreement are incorporated herein.

15. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date last written below.

[SIGNATURES ON FOLLOWING PAGE]
CITY OF MESQUITE, TEXAS

By: _____
Name: Daniel Aleman, Jr.
Title: Mayor
Date: _____
Address: _____

ATTEST:
By: _____
Name: Sonja Land
Title: City Secretary
Date: _____

TOWN OF SUNNYVALE, TEXAS

By: _____
Name: Saji George
Title: Mayor
Date: _____
Address: 127 Collins Road
Sunnyvale, Texas 75182

ATTEST:
By: _____

Name: Rachel Ramsey
Title: Town Secretary
Date: _____

Exhibit 1

Calculated Costs for Annual Rate of Project

The minimum amount payable under this Agreement for the operation, maintenance, and traffic signal coordination for multiple intersections is \$13,608.00/year, billed at \$3,402.00 on a quarterly basis.

Location	Monthly Total	Months per Year	Annual Total
Belt Line Rd. @ Town East Blvd.	\$378.00	12	\$4,536.00
Belt Line Rd. @ Gateway Retail	\$378.00	12	\$4,536.00
Belt Line Rd. @ Creekside Dr.	\$378.00	12	\$4,536.00
Annual Reimbursement			\$13,608.00
Quarterly Reimbursement			\$3,402.00

The City of Mesquite will refresh intersection pavement marking upon request from the Town of Sunnyvale. Payment request for personnel, material, and equipment will be invoiced separately.