



North Central Texas Council Of Governments

August 28, 2018

Mr. Kent Collins, P.E.
Assistant Director of Public Works/Engineering
City of Coppell
255 E. Parkway Blvd.
PO Box 9478
Coppell, TX 75019

Dear Mr. Collins:

Enclosed is the proposed Interlocal Cooperation Agreement (ILA) between the North Central Texas Council of Governments (NCTCOG) and the City of Coppell for corridors selected to implement traffic signal retiming through the Regional Traffic Signal Retiming Program Call for Projects. NCTCOG requests your assistance in securing appropriate signatures. Please return signed copies of these documents to my attention at ebeckham@nctcog.org, for further processing. Once executed a complete and fully executed copy of the Agreement will be returned for your files, electronically and in hard copy form.

A consultant procured by NCTCOG will perform retiming at the identified intersection locations. NCTCOG requests local match in the amount of \$4,480 from the City of Coppell for improvements implemented at four locations, which are not on the State roadway system. Prior to project commencement, the ILA must be executed and local match funds received. NCTCOG requests your assistance in verifying the intersection locations identified in Attachment A, and in making the appropriate arrangements for approval by the City of Coppell to execute this Agreement.

NCTCOG appreciates your participation in this project. If you have any questions please contact Gregory Masota, Transportation Planner III, at (817) 695-9264.

Sincerely,

Emily Beckham
Grants and Contracts Manager

EB:tmb
Enclosure

cc: Gregory Masota, NCTCOG
Regional Traffic Signal Retiming Project File (TRN4919)

Communication sent via electronic mail.

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
THE CITY OF COPPELL
for
IMPLEMENTATION OF THE REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, on April 12, 2018, the RTC approved funding for implementation of Regional Traffic Signal Retiming Program in the Dallas-Fort Worth Metropolitan Area for the implementation of low-cost operational improvements at signalized intersections; and,

WHEREAS, the North Central Texas Council of Governments selected corridor(s) in the City of Coppel as part of the Regional Traffic Signal Retiming Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments, and the City of Coppel to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Parties

- 1.1 This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and the City of Coppel, hereinafter referred to as the "City". NCTCOG and the City may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.
- 1.2 NCTCOG shall serve as the Contract Manager and Procurement Administrator for the Project.

2. Purpose

- 2.1 This Agreement defines the terms and conditions for the disbursement of Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds and associated state and local matching funds for the implementation of traffic flow improvements.
- 2.2 Improvements under this Agreement, implemented through the Regional Traffic Signal Retiming Project as authorized by the Regional Transportation Council, shall be employed at signalized intersections in the City.
- 2.3 Improvements shall be made to locations identified in Attachment A under this Agreement.

3. Duties

- 3.1 NCTCOG shall be responsible for project monitoring; Geographical Information Systems (GIS) database integration; and air quality benefit calculations and documentation.
- 3.2 NCTCOG's engineering consultant(s) will provide signal-timing improvements at the intersection locations identified in Attachment A.
- 3.3 The consultant(s) will be responsible for the following: field data collection; development, implementation, and fine-tuning of new coordinated signal timing plans; and any and all required documentation of "Before" and "After" conditions.
- 3.4 The City will work with NCTCOG's engineering consultant(s) to identify relevant signal timing elements/requirements at and related to the project intersections; review the developed new signal timing plan(s); approve all timing plans prior to implementation; and assist with fine tuning.

4. Funding

- 4.1 Attachment A includes a project cost estimate summary.
- 4.2 The total project cost estimate for this Agreement includes estimated consultant and NCTCOG Staff expenses, as well as, a portion of TXDOT direct state costs to perform duties specified in Sections 3.1, 3.2 and 3.3.
- 4.3 The total project cost estimate for this Agreement is identified in Attachment A. CMAQ programs will fund 80 percent of the project cost.
- 4.4 The City shall provide the 20 percent local match required for the off-system locations identified in Attachment A. The City shall provide a check payable to the North Central Texas Council of Governments in the amount identified in Attachment A.
- 4.5 The City shall remit additional local match payments to NCTCOG in the event that the actual cost of implementation of the Regional Traffic Signal Retiming Project is greater than the estimated cost identified in this Agreement.

- 4.6 Any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.
- 4.7 Under a separate agreement between TxDOT and NCTCOG, TxDOT will provide the 20 percent local match required for the intersections located on the state highway system identified in Attachment A.

5. Term

- 5.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement by mutual written concurrence.
- 5.3 This Agreement shall automatically terminate upon completion of the project.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitute the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by both Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.
- 6.2 In the event that any one or more of the provisions of 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 provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

Mike Eastland
Executive Director

Date

CITY OF COPPELL

Karen Selbo Hunt
Mayor

Date

ATTACHMENT A
PROJECT COST SUMMARY

Priority	Main Street	Cross Street	City	O & M Agency	On / Off TxDOT System	
	Name	Name			On-System	Off-System
1	SW Garland Group					
	Belt Line Road	MacArthur	Coppell	Coppell	0	1
	Belt Line Road	Moore	Coppell	Coppell	0	1
	Belt Line Road	Mockingbird	Coppell	Coppell	0	1
	Belt Line Road	Fairway	Coppell	Coppell	0	1
	Belt Line Road	PGBT On Ramp (SB)	Carrollton	Carrollton	0	1
	Belt Line Road	Luna Road	Carrollton	Carrollton	0	1
	Belt Line Road	IH-35 SB Frontage Road	Carrollton	Carrollton	1	0
	Belt Line Road	IH-35 NB Frontage Road	Carrollton	Carrollton	1	0
	Belt Line Road	Broadway Street	Carrollton	Carrollton	0	1
	Belt Line Road	Main Street / Denton Drive	Carrollton	Carrollton	0	1
	Belt Line Road	Larner Road	Carrollton	Carrollton	0	1
	Belt Line Road	Perry Road	Carrollton	Carrollton	0	1
	Belt Line Road	Josey Lane	Carrollton	Carrollton	0	1
	Belt Line Road	Metrocrest Dr / Milam Way	Carrollton	Carrollton	0	1
	Belt Line Road	Nix Road	Carrollton	Carrollton	0	1
	Belt Line Road	Kelly Boulevard	Carrollton	Carrollton	0	1
	Belt Line Road	Webb Chapel Road	Carrollton	Carrollton	0	1
	Belt Line Road	Columbian Club Drive	Carrollton	Carrollton	0	1
	Belt Line Road	John Connally Drive	Carrollton	Carrollton	0	1
	Belt Line Road	Trend Drive	Carrollton	Carrollton	0	1
					0	4

Agreement with NCTCOG - Consultant Retiming		
	Retiming	
	On-System	Off-System
Locations Requiring Signal Retiming	0	4
Total Cost	\$0	\$22,400
State/Local Match	\$0	\$4,480