

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
CITY OF COPPELL
CONCERNING COTTON BELT REGIONAL TRAIL LOCAL CONTRIBUTIONS**

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, City of Coppel is a Home Rule Municipality located in Dallas County, Texas; and,

WHEREAS, the Cotton Belt Regional Trail will run parallel to Dallas Area Rapid Transit's (DART's) Silver Line, a 26-mile commuter rail line, and will extend from the DART Plano Shiloh Station on the east to the future DFW Through Station on the west, as depicted in Exhibit A, attached hereto and incorporated by reference; and,

WHEREAS, RTC approved funding for engineering design of the Cotton Belt Regional Trail extending through the City of Addison, City of Carrollton, City of Coppel, City of Dallas, City of Grapevine, City of Plano, and City of Richardson; and,

WHEREAS, the Cotton Belt Regional Trail engineering has been completed pursuant to the DART Silver Line Contract (as supplemented); and,

WHEREAS, DART is managing construction of various phases of the Cotton Belt Regional Trail on behalf of local governments; and,

WHEREAS, the Cotton Belt Regional Trail will be constructed in three phases in coordination with the Town of Addison, City of Carrollton, City of Coppel, City of Dallas, City of Grapevine, City of Plano, City of Richardson, and Dallas County with the anticipated phases reflected in **Exhibit A**; and,

WHEREAS, sources of funding for each phase of Cotton Belt Regional Trail construction include a variety of federal funds, local match, and additional local contributions; and,

WHEREAS, as of December 2025 the RTC has programmed more than \$190,000,000 for construction of the Cotton Belt Regional Trail, and the Parties anticipate that RTC will consider programming additional necessary funding after the execution of this Agreement; and,

WHEREAS, local match and additional local contributions must be transferred to DART to advance the Trail construction; and,

WHEREAS, on March 21, 2023, the DART Board of Directors approved a Resolution authorizing execution of an Interlocal Agreement between DART, NCTCOG, and the RTC concerning the Cotton Belt Regional Trail to set forth responsibilities with respect to the construction and funding of the Trail; and,

WHEREAS, on April 27, 2023, the NCTCOG Executive Board approved an Interlocal Agreement between the NCTCOG, RTC, and DART concerning the Cotton Belt Regional Trail to set forth responsibilities with respect to the construction and funding of the Trail; and,

WHEREAS, on May 23, 2023, NCTCOG, RTC, and DART executed an ILA (Cotton Belt Regional Trail ILA); and,

WHEREAS, Section 1.2 of the Cotton Belt Regional Trail ILA requires NCTCOG/RTC to “coordinate the collection of local match funds from participating agencies and transfer such funds to DART to apply to agreed-upon Trail constructions costs; and,

WHEREAS, on July 23, 2026 , the NCTCOG Executive Board authorized an Agreement with City of Coppell (Cotton Belt Regional Trail Local Contribution ILAs) to collect local matching funds and additional local contributions for the Cotton Belt Regional Trail, to be transferred to DART; and,

WHEREAS, the transfer of the City of Coppell funding contributions for construction of the Cotton Belt Trail will occur with each phase of construction; and,

WHEREAS, the first phase of construction of the Cotton Belt Trail consisted of several trail bridges with federal funding and Transportation Development Credits in lieu of local match; and,

WHEREAS, the second phase of construction of the Cotton Belt Trail consists of several trail sections extending from Addison to Plano with federal funding and Transportation Development Credits in lieu of local match; and,

WHEREAS, the Phase 3a Cotton Belt Trail construction consists of trail sections as represented in **Exhibit B** that require the transfer of local match funding from the City of Coppell for the trail construction segment in Coppell; and,

WHEREAS, the City of Coppell's contribution is associated with a Dallas Co. MCIP 7th Call project allocated to this construction and all other local match contributions by the City are covered by Dallas County and Transportation Development Credits; and,

WHEREAS, City of Coppell requested that NCTCOG collect and transfer the City of Coppell funding contributions to DART; and,

WHEREAS, sections of the Phase 3a Cotton Belt Trail within the city limits of Coppell are intended to become assets of the City of Coppell after construction is completed. Details regarding rights and responsibilities for allowing future amenities along the trail corridor, and for future ongoing maintenance of the trail corridor, including areas of the trail corridor within DART railroad Right-of-Way, will be addressed in a future ILA between DART and the City of Coppell; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments and Coppell 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 City of Coppell, hereinafter referred to as “City”. NCTCOG and the City may each be referred to as a “Party” and may be collectively referred to as “Parties” to this Agreement. The purpose of this Agreement is to transfer local match from the City to Dallas Area Rapid Transit, hereinafter referred to as “DART”, for completion of the Cotton Belt Regional Trail.

2. Purpose

- 2.1 This Agreement defines the terms and conditions for NCTCOG to transfer local match and additional local contributions collected from the City to DART for completion of the Cotton Belt Regional Trail.

3. Project Coordination

- 3.1 NCTCOG will collect the local match and additional local contributions provided for the awarded Cotton Belt Regional Trail from participating agencies for transfer to DART. The timing of the transfer of funds from each of the participating agencies will be determined in accordance with individual ILAs between NCTCOG and each participating agency.

4. Funding

- 4.1 The City shall provide the local match required for its portion of the Cotton Belt Regional Trail. The City shall transfer funds to the North Central Texas Council of Governments for the amount of \$250,000 (Phase 3a).
- 4.2 The City shall transfer Phase 3a funds, identified in Section 4.1, to NCTCOG to support the Cotton Belt Regional Trail project by December 31, 2026. If DART has not awarded a construction contract for Phase 3a by December 31, 2027, NCTCOG shall request the return of the Phase 3a funds from DART and return such funds to the City within **fifteen (15)** days of receipt from DART, unless the City and NCTCOG mutually agree in writing to extend the construction contract award deadline or otherwise continue the availability of the Phase 3a funds for the project. Any Phase 3a funds returned to the City pursuant to this Section shall be limited to the principal amount originally contributed by the City, and no interest or investment earnings shall be payable to the City.
- 4.3 NCTCOG will return any unused portion of the funds to the City at the completion of the project.

- 4.4 NCTCOG shall provide transfer (e.g., check, wire transfer, other) instructions to City designee to facilitate the transfer of funds from City to NCTCOG. Such instructions shall be transmitted to City via invoice, 30 days prior to payment due date.
- 4.5 Payment from Current Available Revenues. Each party paying for governmental functions or services under this Interlocal Cooperation Agreement shall make those payments from current revenues available to the paying party as required by Chapter 791, Texas Government Code. Each party shall be responsible for obtaining approvals from their respective governing bodies for additional funding in accordance with its own Code of Ordinances and Charter.

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, subject to section 5.2.
- 5.2 Either Party may terminate their individual participation in this Agreement by giving 30 days written notice to the other Parties, which terminates any obligation for further funding from the terminating Party. The Parties may collectively terminate this Agreement in its entirety at any time by mutual written concurrence.
- 5.3 This agreement shall automatically terminate upon return of funds for failure to award a construction contract as required by Section 4.2, or completion of the project and return of any unused funds as required by Section 4.3, whichever is earlier.

6. Modification, Waiver and Severability

- 6.1 This Agreement and any exhibits, which may be attached, constitutes the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by all 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.

The following Exhibits are attached and made part of this Agreement.

Exhibit A-Cotton Belt Trail Anticipated Construction Phasing

Exhibit B-Phase 3a Project Locations

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

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director

Date

CITY OF COPPELL

Wes Mays
Mayor

Date

ATTEST:

Lauren Thoden
City Secretary

APPROVED AS TO FORM:

Robert E. Hager
City Attorney

Exhibit A: Cotton Belt Trail Anticipated Construction Phasing

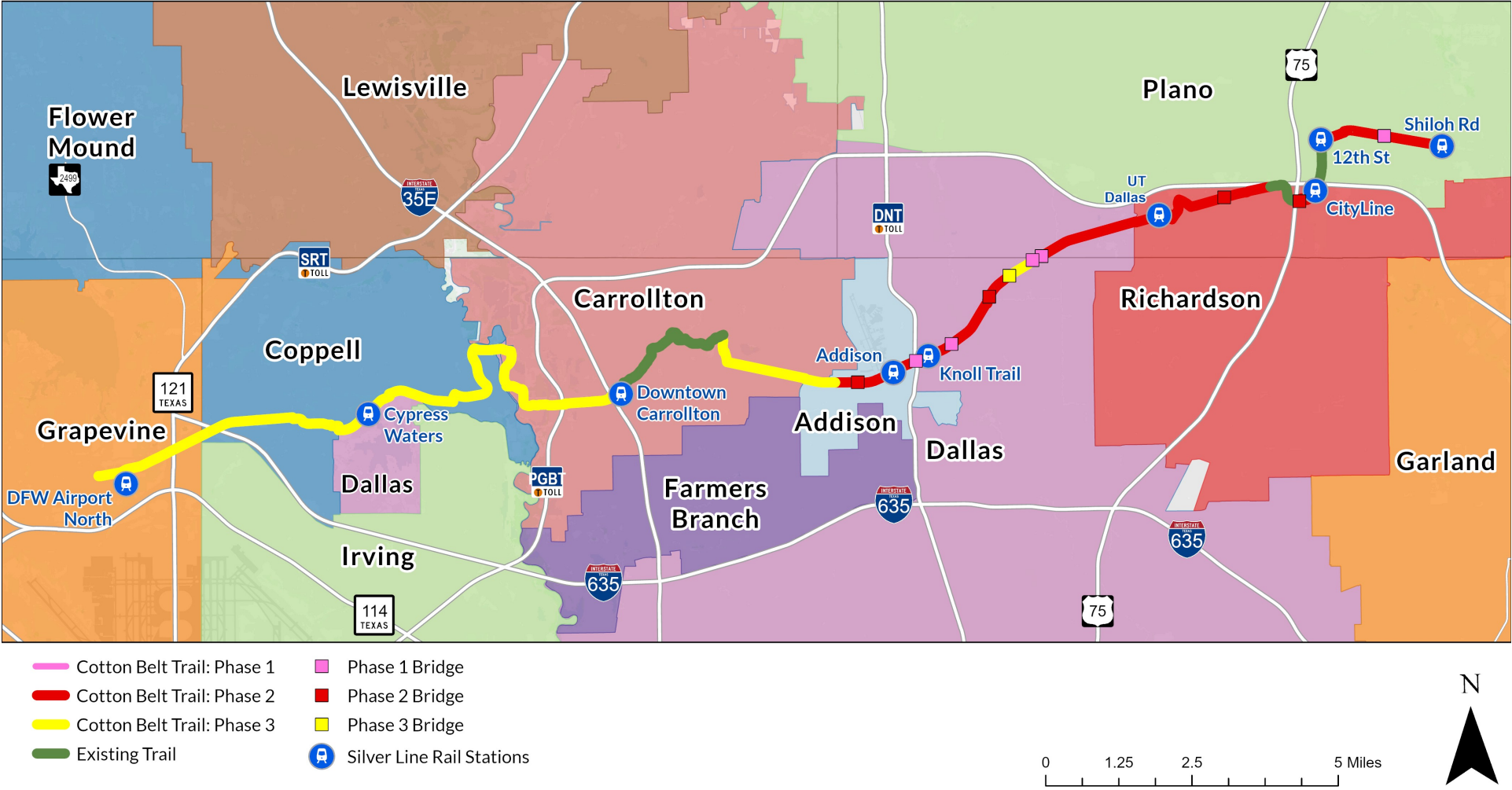
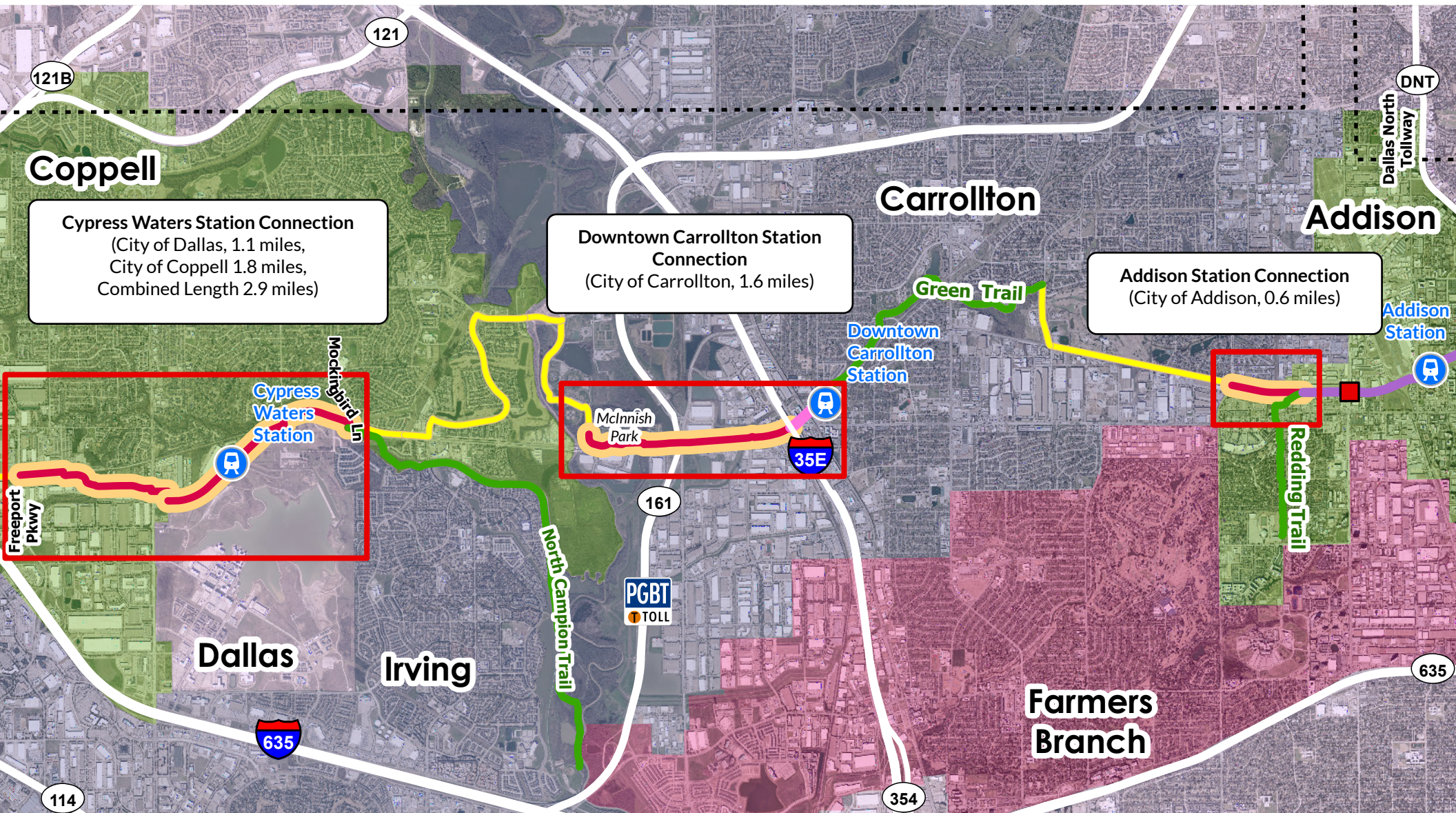


Exhibit B: Phase 3a Project Location



- Proposed Phase 3a Segments (5.1 Miles)
- Phase 2 Segments (11 Miles Addison to Plano)
- Phase 1 Segment (Through Downtown Carrollton Station Area)
- Trail Designed (Construction Funding by Other Sources)
- Existing Trail
- Phase 2 Bridge

- Silver Line Rail Stations
- Silver Line Rail

