

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**and**  
**CITY OF COPPELL**  
**for a**  
**REGIONAL TRAIL CONNECTIONS TO RAIL STATIONS PROJECT**

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, in March 2016 the RTC adopted Mobility 2040, the Metropolitan Transportation Plan for North Central Texas, which identifies a variety of transportation options now and into the future for creating a high quality of life in the Dallas-Fort Worth area; and,

WHEREAS, Mobility 2040 includes the Regional Veloweb which is a network of off-street shared-use paths (trails) designed for non-recreational trip purposes by bicyclists, pedestrians, and other non-motorized forms of transportation; and,

WHEREAS, on January 12, 2017 the Regional Transportation Council (RTC) approved Congestion Mitigation and Air Quality Improvement Program funds and local matching funds, conduct preliminary engineering of the Lewisville-Carrollton-Coppell Regional Trail Connections to Rail Station Project; and,

WHEREAS, this project will prepare a design development schematic and environmental summary for a Regional Veloweb shared-use path (trail) facility from the Denton County Transportation Authority (DCTA) Hebron Station in Lewisville to the Campion Trail in Irving, with additional regional path connections to the North Carrollton/Frankford Dallas Area Rapid Transit (DART) station, the Trinity Mills DART station, and the existing North Levee Trail along Denton Creek in Coppell west of MacArthur Blvd; and,

WHEREAS, by facilitating non-motorized travel in the area the project will reduce congestion and vehicle emissions and enhance non-motorized travel opportunities to numerous existing and planned destinations, including rail stations; and,

WHEREAS, NCTCOG received interest from the City of Lewisville, City of Carrollton, City of Coppell, Dallas County, Denton County, the Dallas Area Rapid Transit, and the Denton County Transit Authority ("contributing partners") to equally split the local match requirement for the federal funding to conduct preliminary engineering of the Lewisville-Carrollton-Coppell Regional Trail Connections to Rail Station Project; and,

WHEREAS, it is the intent of NCTCOG and contributing partners to enter into separate companion agreements for each contributing partners share of local match; 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 Coppell to enter into this agreement for the provision of governmental functions and services of mutual interest; and,

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

## 1. Parties

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", the City of Coppell, hereinafter referred to as the "City". The City of Lewisville, the City of Carrollton, the City of Coppell, Denton County, Dallas County, Denton County Transportation Authority, and the Dallas Area Rapid Transit are hereinafter collectively referred to as the "SPONSORS". NCTCOG and the City may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

## 2. Purpose

This Agreement defines the terms and conditions for the Lewisville-Carrollton-Coppell Regional Trail Connections to Rail Stations Project. Scope of work activities include the preliminary design of a wide hard surface path, bike/pedestrian bridges, various at-grade and/or grade separated railroad crossings, and trailheads. The project includes trail connections from the DCTA Hebron Station in Lewisville with two DART stations in Carrollton, and connections to existing and funded regional trails in northern and southern Coppell.

## 3. Duties

- 3.1 NCTCOG and/or NCTCOG's consultant(s) will perform the tasks identified in the agreed upon Scope of Work, which shall be drafted jointly by all SPONSORS.
- 3.2 NCTCOG will designate a Project Manager to work directly with the SPONSORS and consultant(s) to complete the project.
- 3.3 City will designate a Project Manager to work directly with the NCTCOG to coordinate schedules, review milestones and deliverables, facilitate interaction with the various departments of the municipality, elected officials, and key stakeholders.
- 3.4 NCTCOG will serve as the Contract Manager and Procurement Administrator for this Project. NCTCOG will coordinate with the SPONSORS to appropriately advertise the Request for Proposals (RFP).
- 3.5 The NCTCOG Project Manager will oversee the consultant(s), review and approve invoices and progress reports, and coordinate with the NCTCOG Project Review Committee regarding meetings, schedules, deliverables, and other key project milestones and events. Monthly progress reports will be provided to the SPONSORS upon request. Communication with the consultant(s) will be coordinated through the

NCTCOG Project Manager.

- 3.6 The SPONSORS shall participate in the creation/definition of a Scope of Work for the Request for Proposal (RFP) in substantial conformance with the Scope of Work described in Article 2. The SPONSORS shall participate in the procurement of a consultant, through review of the RFP and participation in the consultant selection process, and other needed tasks. After contract execution, any modifications to the Scope of Work and addition of final deliverables that increase the cost of the consultant(s) contract shall be deemed as cost overruns and shall be agreed upon in writing in advance by the benefitting SPONSOR(S) and be paid for by the SPONSOR(S) benefitting from the modification or split equally among the SPONSORS as agreed upon in writing prior to incurring the cost, subject to the approval of the City's governing body, if necessary.
- 3.7 The Scope of Work and other required project deliverables may be modified in writing without requiring an amendment to the Agreement.

#### 4. Funding

- 4.1 The total project costs for this Agreement is **\$625,000 (\$500,000 Congestion Mitigation and Air Quality Improvement Funds + \$125,000 local match of the SPONSORS)**. The project costs include anticipated consultant expenses for completion of duties defined as part of Article 3.
- 4.2 The SPONSORS shall provide funds to NCTCOG to support the project by issuing a check payable to the North Central Texas Council of Governments within 30 days of execution of this agreement. Issuance of a Notice to Proceed to the selected consultant is contingent on receipt of funds from the SPONSORS or as otherwise mutually agreed.
- a. The City of Coppel shall provide a total of **seventeen thousand, eight hundred and fifty-seven dollars (\$17,857)** in funds to NCTCOG to support the project. Any interest earned on these funds will be retained by NCTCOG.
- b. NCTCOG will enter into companion agreements with other contributing partners to secure remaining local match. Other contributing partners include the City of Lewisville, the City of Carrollton, Denton County, Dallas County, the Denton County Transit Authority, and the Dallas Area Rapid Transit.
- 4.3 NCTCOG will return any unused portion of the funds to the SPONSORS at the completion of the project.
- 4.4 Cost overruns approved by NCTCOG and the SPONSORS shall be funded in total by the SPONSORS as set forth above in Article 3.4. SPONSORS shall provide a check payable to the NCTCOG in the amount of the agreed upon cost overruns prior to such costs being incurred or as otherwise mutually agreed. NCTCOG is not responsible for any costs other than as outlined herein.
- 4.5 Each party paying for services under this Agreement must make those payments from current revenues available to the paying party.

## 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 Article 4.2 above.
- 5.2 Either Party may terminate this Agreement by giving 30 days written notice to the other Party, which terminates any obligation for further funding. The Parties may terminate this Agreement at any time 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 in duplicate originals.

### **CITY OF COPPELL**

\_\_\_\_\_  
Karen Selbo Hunt  
Mayor

\_\_\_\_\_  
Date

### **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Mike Eastland  
Executive Director

\_\_\_\_\_  
Date