

**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, in December 2008 and April 2012, 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 will fund a minimum of 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. Any interest earned on these funds will be retained by NCTCOG.
- 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 Availability of Funds. All costs or expenses incurred by any Party as a result of this Agreement shall be paid from the current revenues available to that Party.

- 4.7 Any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.
- 4.8 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 in duplicate originals on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**CITY OF COPPELL**

**NORTH CENTRAL TEXAS COUNCIL OF  
GOVERNMENTS**

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

\_\_\_\_\_  
R. Michael Eastland  
Executive Director

**ATTACHMENT A  
SCOPE OF WORK**

Priority	Main Street	Cross Street	City	O & M Agency	On / Off TxDOT System	
	Name	Name			On-System	Off-System
<b>1</b>	<b>Sandy Lake Road</b>					
	Sandy Lake Road	Royal	Coppell	Coppell	0	1
	Sandy Lake Road	Heartz	Coppell	Coppell	0	1
	Sandy Lake Road	Samuel	Coppell	Coppell	0	1
	Sandy Lake Road	Moore	Coppell	Coppell	0	1
	Sandy Lake Road	MacArthur	Coppell	Coppell	0	1
	Sandy Lake Road	Riverchase	Coppell	Coppell	0	1
					<b>0</b>	<b>6</b>
<b>2</b>	<b>Denton Tap</b>					
	Denton Tap	Bethel School Rd	Coppell	Coppell	0	1
	Denton Tap	Bethel Rd	Coppell	Coppell	0	1
	Denton Tap	Southwestern/Belt Line	Coppell	Coppell	0	1
	S Belt Line	Wrangler	Coppell	Coppell	0	1
	S Belt Line	Lakeshore	Coppell	Coppell	0	1
	S Belt Line	Saintsbury	Coppell	Coppell	0	1
	S Belt Line	Dividend	Coppell	Coppell	0	1
	S Belt Line	Airline	Coppell	Coppell	0	1
					<b>0</b>	<b>8</b>

Agreement with NCTCOG - Consultant Retiming		
	Retiming	
	On-System	Off-System
Locations Requiring Signal Retiming	0	14
Total Cost	\$0	\$78,400
Local Match	\$0	\$15,680