

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
CITY OF PLANO

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 Plano is a Texas home-rule municipality; 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 Town of Addison, City of Carrollton, City of Coppell, City of Dallas, City of Grapevine, City of Plano, and City of Richardson; and,

WHEREAS, the Cotton Belt Regional Trail engineering has advanced 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 Coppell, 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 and local match; and,

WHEREAS, as of May 2023 the RTC has programmed \$87,034,395 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 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 27, 2023, the NCTCOG Executive Board authorized Agreements with City of Plano (Cotton Belt Regional Trail Local Contribution ILAs) to collect local matching funds for the Cotton Belt Regional Trail, to be transferred to DART; and,

WHEREAS, the transfer of the City of Plano 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 Regional Trail consists 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 Regional Trail consists of various trail sections that require the transfer of local match funding; and,

WHEREAS, City of Plano requests the NCTCOG collect and transfer the City of Plano funding contributions to DART; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments and Dallas County 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 Plano, 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 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 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. The Parties shall amend this Agreement or enter into a separate agreement for any local contributions required for Phase 3.

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 \$1,700,718.00 (Phase 2).
- 4.2 The City shall transfer Phase 2 funds, identified in Section 4.1, to NCTCOG to support the Cotton Belt Regional Trail project by March 31, 2024. NCTCOG shall return Phase 2 funds to the City by March 1, 2025, if a construction contract for Phase 2 has not been awarded by DART, unless otherwise agreed in writing.
- 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 the City at least 30 days prior to the payment obligation in Section 4.2.
- 4.5 Either party can terminate for non-appropriation. 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. Notwithstanding termination, all funding collected prior to termination of this Agreement shall be transferred as set forth in this Agreement.
- 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 Exhibit is attached and made part of this Agreement.

Exhibit A-Cotton Belt Trail Anticipated Construction Phasing

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

CITY OF PLANO

Mark D. Israelson
City Manager

Date

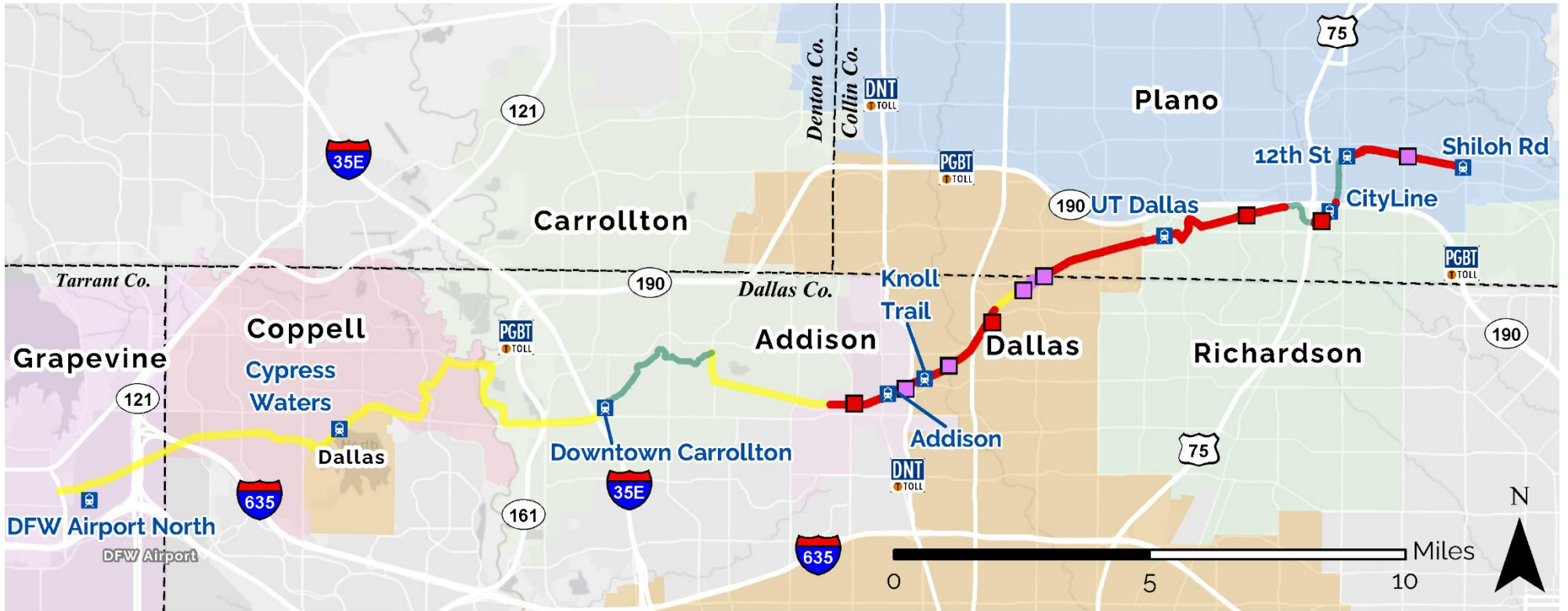
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland
Executive Director

Date

Exhibit A

Exhibit A: Cotton Belt Trail Anticipated Construction Phasing



- Existing Trail
- Phase 1: Cotton Belt Trail and Bridges
- Phase 2: Cotton Belt Trail and Bridges
- Phase 3: Cotton Belt Trail and Bridges
- Silver Line Rail Station