

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
AND  
CITY OF UNIVERSITY PARK  
FOR  
RECEIPT OF LOCAL CONTRIBUTION FROM LOCAL GOVERNMENTS**

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

**WHEREAS**, the Regional Transportation Council (RTC) serves as the MPO Policy Committee, comprised primarily of local elected officials, and 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 October 13, 2022, the RTC approved funding for Regional Traffic Signal Retiming Program in the Dallas-Fort Worth Metropolitan Area to improve corridor mobility, enhance safety, reduce congestion, and support regional air quality goals; and,

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

**WHEREAS**, on March 26, 2026, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into an agreement with City of University Park to provide local contribution to support regional traffic signal initiatives, including working with NCTCOG's consultants in developing timing plans and maintaining the traffic signal timing developed; 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 University Park 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 University Park, 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 local contributions 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 RTC, shall be employed at signalized intersections in the **City**.

2.3 Improvements shall be made to locations identified in Appendix 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 Appendix 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 and Local Contribution

4.1 Appendix A includes a project cost and local contribution estimate summary.

4.2 The total project cost estimate for this Agreement includes estimated consultant and **NCTCOG** staff expenses 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 Appendix A. Congestion Mitigation and Air Quality (CMAQ) funds administered through an agreement between **NCTCOG** and the Texas Department of Transportation (TxDOT) will fund **one hundred percent (100%)** of the project cost. Local match requirements will be satisfied with Transportation Development Credits (TDCs).

4.4 The **City** shall provide a local contribution to support the Regional Traffic Signal Retiming Program. The **City's** contribution is a representative funding share, quantified by the number of off-system locations that will be improved through this Program. The **City** acknowledges that the **City's** local contribution is not intended to provide direct payment

for costs incurred for the activities outlined in this Agreement and that **NCTCOG** may utilize the **City's** local contribution for future expenses of the Regional Traffic Signal Retiming Program. The **City** shall provide a check payable to the North Central Texas Council of Governments in the amount identified in Appendix A within **ninety (90)** days of execution of this Agreement.

- 4.5** The **City** shall remit additional local contribution payments to **NCTCOG** in the event that additional locations are added to the scope of this project for the **City**. If any locations are removed from the project, the **City** may request return of a proportionate amount of the **City's** local contribution or may request the funding to be applied toward the **City's** future contributions for traffic signal retiming activities.

## **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 **thirty (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.

## **7. Miscellaneous**

- 7.1** **Payment from Current Available Revenues.** Any payments made under this Interlocal Cooperation Agreement shall be from current revenues available to the paying Party as required by Chapter 791, Texas Government Code.

**7.2 Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

**Appendices:**

**Appendix A: Project Cost Summary**

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

**City of University Park**

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Robbie Corder  
City Manager

\_\_\_\_\_  
Todd Little  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**PROJECT COST SUMMARY**

Main Street Name	Cross Street Name	City	M Agency	On / Off TxDOT System	
				On-System	Off-System
<b>NCTCOG 1783 - LOVERS LN from DNT SB to CENTRAL EXPY NB</b>					
LOVERS LANE	LEMMON AVE	DALLAS	DALLAS	0	1
LOVERS LANE	BLUFFVIEW BLVD	DALLAS	DALLAS	0	1
LOVERS LANE	INWOOD RD	DALLAS	DALLAS	0	1
LOVERS LANE	PRESTON PARK DR	DALLAS	DALLAS	0	1
LOVERS LANE	DEVONSHIRE DR	DALLAS	DALLAS	0	1
LOVERS LANE	DNT SBSR	DALLAS	DALLAS	1	0
LOVERS LANE	DNT NBSR	DALLAS	DALLAS	1	0
LOVERS LANE	ARMSTRONG PKWY	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	DOUGLASS AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	WESTCHESTER DR	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	STATE HWY 289	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	BALTIMORE DR	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	TURTLE CREEK BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	DICKENS AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	HILLCREST AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	AIRLINE RD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	BOEDEKER ST	UNIVERSITY PARK	UNIVERSITY PARK	0	1
LOVERS LANE	CENTRAL SBSR	DALLAS	DALLAS	1	0
LOVERS LANE	CENTRAL NBSR	DALLAS	DALLAS	1	0
LOVERS LANE	GREENILLE AVE	DALLAS	DALLAS	0	1
LOVERS LANE	MATILDA ST	DALLAS	DALLAS	0	1
LOVERS LANE	AMESBURY DR	DALLAS	DALLAS	0	1
LOVERS LANE	SKILLMAN ST	DALLAS	DALLAS	0	1
				0	10
<b>NCTCOG 1622 - HILLCREST RD from LOOP 12 to MOCKINGBIRD LN</b>					
HILLCREST RD	NORTHWEST HWY	DALLAS	DALLAS	1	0
HILLCREST RD	CARUTH BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	SOUTHWESTERN BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	LOVERS LN	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	MILTON AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	DANIEL AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	UNIVERSITY BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	MCFARLIN BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	ASBURY ST	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	GRANADA AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	BINKLEY AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	NORMANDY AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
HILLCREST RD	MOCKINGBIRD LN	HIGHLAND PARK	HIGHLAND PARK	0	1
				0	11
<b>NCTCOG 2481 - SH289 PRESTON RD from NORTHWEST HWY to ARMSTRONG AVE</b>					
PRESTON RD	NORTHWEST HWY	DALLAS	DALLAS	1	0
PRESTON RD	BERKSHIRE LN	DALLAS	DALLAS	1	0
PRESTON RD	SHERRY LN	DALLAS	DALLAS	1	0
PRESTON RD	CENTENARY DR	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	COLGATE AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	GREENBRIER DR	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	PURDUE ST	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	LOVERS LN	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	GLENWICK LN	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	UNIVERSITY BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	MCFARLIN BLVD	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	NORMANDY AVE	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	SAINT ANDREWS DR	UNIVERSITY PARK	UNIVERSITY PARK	0	1
PRESTON RD	MOCKINGBIRD	HIGHLAND PARK	HIGHLAND PARK	0	1
PRESTON RD	BEVERLY DR	HIGHLAND PARK	HIGHLAND PARK	0	1
PRESTON RD	ARMSTRONG AVE	HIGHLAND PARK	HIGHLAND PARK	0	1
ARMSTRONG AVE	LAKESIDE DR	HIGHLAND PARK	HIGHLAND PARK	0	1
				0	10

Cost Summary and Local Contribution		
	Retiming	
	On-System	Off-System
Locations Requiring Signal Retiming	0	29
Total Cost	\$0	\$191,400
Local Contribution	\$0	\$38,280