

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
CITY OF EVERMAN
FOR
TRAFFIC SIGNAL PARTNERSHIP**

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) 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, it is the goal of the RTC to encourage and provide opportunities to develop innovative projects and outcomes in the Dallas-Fort Worth Metropolitan Area; and,

WHEREAS, on December 12, 2024, the RTC awarded RTC Local funding to the City of Everman for a new traffic signal in the City of Everman at Race Street and Shelby Road; and

WHEREAS, on February 27, 2025, the North Central Texas Council of Governments' Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into an agreement with City of Everman for RTC Local funds awarded by the RTC; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments and local governments 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:

ARTICLE 1. PARTIES

- 1.1 Parties.** This 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 Everman, hereinafter referred to as "**PERFORMING PARTY**". The **NCTCOG** and **PERFORMING PARTY** may each be referred to as a "Party" may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

- 2.1. Award Amount.** The **NCTCOG** will reimburse the **PERFORMING PARTY'S** eligible costs for activities outlined in the Scope of Work (SCOPE) under the conditions in this Agreement not to exceed the maximum Award Amount of **two hundred seventy-three thousand two hundred dollars (\$273,200)**. The actual amount of reimbursement may be less than the maximum Award Amount and will

be determined under the conditions of this Agreement. The **PERFORMING PARTY** shall be responsible for any costs in excess of the maximum Award Amount.

ARTICLE 3. SCOPE OF WORK

- 3.1 **Scope of Work.** NCTCOG will provide reimbursement to the **PERFORMING PARTY** for the **PERFORMING PARTY'S** improvements under this Agreement, implemented through the Project, as more fully set out in the Scope of Work submitted by the **PERFORMING PARTY**. The **PERFORMING PARTY'S** Scope of Work is attached as Appendix A (the Project) and is incorporated herein. If there is a conflict between this Agreement and the Project, this Agreement prevails.
- 3.2 **Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing.
- 3.3 The **PERFORMING PARTY** shall complete the Scope of Work by **July 31, 2027**.

ARTICLE 4. PAYMENTS & REIMBURSEMENT

- 4.1 **Payment.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than **forty-five (45)** days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG.
- 4.2 **Reimbursement.** The **PERFORMING PARTY** shall submit a Reimbursement Request to NCTCOG at trgrants@nctcog.org within **fifteen (15)** days of completion of each deliverable. Requests for Reimbursement shall include an invoice printed on letterhead and signed by a certifying official as detailed in Article 4.3. All Reimbursement Requests must also include proof of payment, applicable receipts, and other supporting documentation.

Prior to submittal of final reimbursement request, **PERFORMING PARTY** will provide to NCTCOG proof of receipt or other asset-related requirements for assets purchased through this Agreement.

- 4.3 **Certifying Official.** As detailed in Article 4.2, the **PERFORMING PARTY** is required to provide signed reimbursement requests. The individual noted below has the authority, on behalf of the **PERFORMING PARTY**, to certify and serve as the signatory on reimbursement requests related to this project. Any changes to the certifying official notated below shall be submitted within **seven (7)** days to trgrants@nctcog.org. By signing the reimbursement request, Certifying Officials are acknowledging review to ensure expenses included in the request are consistent with the Agreement, and all services and costs documented on the request are accurate and eligible. Any invoices received by NCTCOG without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Craig Spencer

Title: City Manager

- 4.4 Eligible Expenses.** Eligible expenses includes those activities outlined in the Scope of Work (SCOPE). **NCTCOG** may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by **NCTCOG** in its sole discretion as eligible costs necessary to complete the Project. Utility relocation costs are not eligible for reimbursement. Costs incurred prior to execution of this Agreement are not eligible for reimbursement.
- 4.5 Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to availability of funds dedicated for the purpose of this Agreement.
- 4.6 Return of Funds.** The performing party agrees to return funds received from **NCTCOG** for reimbursement under this Agreement where the performing party has failed to comply with the requirements set forth in this Agreement.

ARTICLE 5. PROCUREMENT, DESIGN STANDARDS. CERTIFICATIONS AND PROPERTY MANAGEMENT

- 5.1 Procurement Standards.** The **PERFORMING PARTY** agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and procedures established by **PERFORMING PARTY'S** governing body.
- 5.2 Design Guidelines.** The **PERFORMING PARTY** agrees to design, build, and maintain the Project in compliance with standards and procedures established by **PERFORMING PARTY'S** governing body.
- 5.3 Inspections.** The **PERFORMING PARTY** agrees to perform field inspections at appropriate intervals to be determined by **PERFORMING PARTY** to ensure project compliance with the standards and procedures established by **PERFORMING PARTY'S** governing body. Copies of such reports shall be provided to **NCTCOG** upon request.
- 5.4 Equipment Use, Management, and Disposition.** The **PERFORMING PARTY** must use, develop a physical inventory and complete appropriate reconciliation, manage, and dispose of equipment acquired by the **PERFORMING PARTY** which are generally in line with the Texas Grant Management Standards. The **PERFORMING PARTY** agrees to provide **NCTCOG** reasonable information concerning the use and condition of the equipment upon request. The **PERFORMING PARTY** shall seek preapproval from **NCTCOG** for disposition of

funded equipment. **NCTCOG** will coordinate in advance with **PERFORMING PARTY** on any site visits needed.

- 5.5 **Certification.** As part of any reimbursement request, **PERFORMING PARTY** shall certify to **NCTCOG/RTC** that the project meets the standards and procedures established by **PERFORMING PARTY'S** governing body.
- 5.6 The **PERFORMING PARTY** shall ensure that all required documents of the project, including but not limited to insurance certificates, performance or payment bonds, and required licenses and permits of a **PERFORMING PARTY** or the **PERFORMING PARTY'S** subcontractors be kept on file, current, and available to the **NCTCOG** upon request. Additionally, any relevant performance documents pertaining to the project such as correspondence, evaluations, reports submitted by the subcontractor and/or the **PERFORMING PARTY'S** contract administration team, payment requests, and copies of invoices shall be provided to the **NCTCOG** upon request.
- 5.7 **Project Close-Out Verification.** Upon notification by the **PERFORMING PARTY** that the Project is substantially complete, **NCTCOG** may conduct a limited on-site visit for the purpose of Project close-out verification. Such visit shall be limited to confirming that the Project has been completed in accordance with the approved scope of work and required deliverables. Any close-out site visit by **NCTCOG** shall be for administrative and verification purposes only and shall not constitute acceptance of the work, approval of construction means and methods, or a waiver of the **PERFORMING PARTY'S** responsibility for Project compliance, quality, or performance.

ARTICLE 6. TERM, MODIFICATION, AND SEVERABILITY

- 6.1 **Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. **PERFORMING PARTY** is authorized to proceed once this Agreement is fully executed. This Agreement shall automatically terminate upon completion of the project.
- 6.2 **Termination.** Either Party may terminate this Agreement by giving **thirty (30)** days written notice to the other Party. Upon receipt of a notice of termination, **PERFORMING PARTY** shall within **five (5)** business days thereof submit to **NCTCOG** a final payment request itemizing all expenses incurred before receipt of the notice of termination and **PERFORMING PARTY** shall be entitled to have that payment request processed in accordance with the terms of this Agreement. The Parties may terminate this Agreement at any time by mutual written concurrence.
- 6.3 **Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision

herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

- 6.4 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 6.5 Assignment.** Without the prior written consent of the **NCTCOG**, the **PERFORMING PARTY** may not transfer or assign any rights or duties under or any interest in this Agreement.
- 6.6 Amendments.** Amendments to this Agreement must be signed by each Party.
- 6.7 Whole Agreement.** This Agreement embodies all of the agreements of the Parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 7.2 Disputes and Remedies.** The **PERFORMING PARTY** and the **NCTCOG** shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This Agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 7.3 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

NCTCOG

Physical Address:

Michael Morris, P.E.,
Transportation Director
616 Six Flags Drive
Arlington, Texas 76011

NCTCOG Project Manager

Natalie Bettger
Senior Program Manager
616 Six Flags Drive
Arlington, Texas 76005

PERFORMING PARTY

Physical Address:

Craig Spencer
City Manager
212 North Race Street
Everman, Texas 76140

- 7.4 Indemnification.** NCTCOG and the **PERFORMING PARTY** agree that neither party is an agent, servant, or employee of the other party and agrees it is solely responsible for its individual acts and deeds as well as the deeds of its contractors, employees, representatives and agents.
- 7.5 Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.
- 7.6 Audits.** NCTCOG reserves the right to conduct financial and program monitoring of all awards to the **PERFORMING PARTY** and to perform an audit of all records related to this Agreement. An audit by NCTCOG may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.
- 7.7 Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the parties. Nor shall any party be liable for any debts incurred by the other party in the conduct of such other party's business or functions.
- 7.8 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.
- 7.9 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.
- 7.10 Signature Authority.** Each of the individuals signing this Agreement warrants that he or she is duly and properly authorized to execute this Agreement on behalf of his or her respective Party.

ARTICLE 8. Accessibility and Maintenance of Records

- 8.1 Maintenance.** The **PERFORMING PARTY** shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with state rules and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 8.2 Retention.** All records must be maintained for a minimum of **three (3)** years following final reimbursement. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. **NCTCOG**, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

APPENDICES

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

Appendix A Scope of Work

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 EVERMAN

Craig Spencer
City Manager

Date

APPENDIX A

SCOPE OF WORK

Everman Parkway at Race Street Intersection Improvements

Project Description:

The existing intersection at Everman Parkway and S. Race Street performs poorly and experiences excessive queuing in the eastbound and westbound directions due to travel demand toward IH-35W and IH-20. This project will improve the intersection operation with a temporary signal as an interim solution until future Everman Parkway improvements are constructed. Scope includes traffic signal improvements and professional consultant services with Teague Nall and Perkins, Inc. (TNP).

Task 1 Engineering Services

1. Project Management

TNP will provide overall project management and coordination to support delivery of the project in accordance with City of Everman, City of Fort Worth, and/or Texas Department of Transportation (TxDOT) requirements. This effort will include managing project scope, schedule, and budget; coordinating internal team activities and serving as the primary point of contact with the City and other stakeholders.

TNP will facilitate communication between project team members and stakeholders, track project progress, and identify potential issues or risks that could impact project delivery. Regular coordination (via meetings, calls, or email) will be performed as needed.

2. SUE & Survey

A topographic and boundary survey will be performed to identify existing features, elevations, and ROW at the intersection. SUE Level B will be performed to identify and map existing utilities for avoidance and relocation. Two (2) Level A test holes will be performed to confirm the proposed improvements' clearance with existing utilities.

3. Utility Coordination

TNP will research existing utilities reflect the approximate location of existing utilities in the plans. During the design phase of the Project, the Engineer will coordinate with the City and the franchise utility companies regarding any adjustments or relocations required by the Project.

4. Signal Warrant Analysis

TNP will perform a signal warrant analysis at the intersection of Everman Parkway/Shelby Road and South Race Street. The effort will include 24-hour turning movement counts collected by a subconsultant, adjusted using a City-provided growth rate, and analyzed using Warrants 10 software by Trafficware to assess intersection performance. It is assumed that intersection crash history data will be provided by the City. Deliverable will be a brief technical memo summarizing the software output and overall findings. The memo is not required to be sealed. This scope of work does not include preparation of a formal traffic signal warrant analysis report.

5. Traffic Modeling

Prepare traffic models to evaluate the existing and proposed traffic control measures at the intersection of Everman Parkway and Race Street, and to optimize phasing and timing of the proposed temporary traffic signal. The traffic modeling shall include the following efforts:

- a. Direct a traffic data collection subconsultant to collect information about the intersection.
- b. Turning movement counts will be collected for the AM (7:30 – 9:30 AM) and PM (3:00-6:00 PM) peak periods at the intersection. All counts will be taken on a typical Tuesday, Wednesday, or Thursday when Everman ISD schools are in session. 24-hr bi-directional tube counts will be taken on Everman Parkway just west of Race Street, and on Race Street just south of Everman Parkway.
- c. The existing weekday AM and PM peak hour operating conditions at the intersection will be analyzed using Synchro 12 to identify the existing level of service (LOS) and queuing lengths.
- d. A proposed traffic signal will be analyzed using the existing lane configurations. The analysis will be used to determine the optimal phasing and timing for the proposed traffic signal. The LOS and queuing lengths will be identified and documented for the recommended traffic signal configuration.

6. Temporary Signal Design

TNP will prepare design plans for a temporary traffic signal installation at the intersection of Everman Parkway/Shelby Road and South Race Street. The design will consist of a span-wire signal supported on steel poles and will detail location of poles and foundations, signal controller cabinet, power source, and vehicular signal heads. Explicitly excluded from this scope are: pedestrian accommodations, signal coordination or interconnection, pavement markings, lighting design. TNP will coordinate with the City to confirm vehicle detection and emergency vehicle preemption requirements, as well as desired standards for heads, controllers, and cabling. All traffic signal structures will be designed in accordance with applicable Fort Worth and/or TxDOT standards.

Task 2 Bid Phase Services

TNP will provide limited support during the bid phase to assist the City in responding to contractor inquiries and facilitating a smooth bidding process. This effort will include responding to Requests for Information (RFIs) related to the design intent, preparing clarifications as needed, and assisting with the development of addenda if required. TNP will evaluate submitted bids and will prepare a bid tabulation and award recommendation letter.

Task 3 Construction Phase Services

TNP will provide limited construction phase support to assist the City in interpreting the design and addressing contractor questions during construction. This effort will include responding to RFIs, reviewing shop drawings and submittals for general conformance with the design intent, and providing clarification of the plans as needed.

TNP will also provide limited review of contractor-provided record drawings (as-builts) for general completeness and prepare a record drawing set.

TNP will provide limited inspection services during construction. TNP will provide construction observation during signal pole installation and a final inspection. TNP will provide a list of corrections and confirm that the corrections have been made. Four (4) site visits for construction observation are included in this scope.

Additional Services Not Included in Scope

- Traffic data collection beyond what is identified in the scope
- Analysis or design of the intersection with lane configurations other than the existing configuration
- Queuing analysis beyond what is identified in the scope
- Speed zone warrant analysis
- Weaving analysis

- Analysis for intersections, or roadways that are not identified in this scope of services
- Hydrologic or Hydraulic analysis or design
- Water or Sanitary Sewer design
- Construction inspection beyond that identified in this scope
- Materials Testing

Fee/Cost Summary

Task	Estimated Reimbursement Amount	Invoice
Project Manager Task 1: Engineering Services*	\$32,400	Upon delivery and acceptance of: • Survey/SUE and data collection • Preliminary design and analysis • Final design plans and specifications
Project Management Task 2: Bid Phase Services	\$32,400	Upon completion of: • Bid phase support
Project Management Task 3: Construction Phase Services	\$32,400	Upon completion of: • Construction phase support • Final inspection and project closeout documentation
Subtotal Professional Services	\$97,200	
Equipment Purchase & Installation	\$176,000	Upon completion of: • Traffic signal installation and activation • Receipt of final construction documentation
Total Project Amount	\$273,200	

*The City will be responsible for all utility relocation costs associated with the project. Potential utility relocation costs are not included in the Fee/Cost Summary and will not be reimbursable under this Agreement.