



North Central Texas Council Of Governments  
July 30, 2014

Mr. Gary Graham, P.E., PTOE  
Transportation Engineering Manager  
City of McKinney  
PO Box 517  
McKinney, Texas 75070

Dear Mr. Graham:

On June 27, 2014, the North Central Texas Council of Governments (NCTCOG) previously provided a draft Interlocal Cooperation Agreement (ILA), to the City of McKinney for corridors selected for improvements through the Regional Traffic Signal Retiming Project (RTSRP) Call for Projects (CFP). The City of McKinney requested revisions to Attachment A of the previous agreement. Enclosed for your review is an updated ILA which includes revisions to Attachment A.

NCTCOG requests your assistance in securing appropriate signatures. Please print two copies of the signature page in the Agreement, on 8.5 X 11 plain white paper. Please return the ILA and two signed original signature pages to NCTCOG, to the attention of Therese Bergeon, for further processing. A complete and fully executed copy of the Agreement will be returned for your files, electronically, and in hard copy format.

NCTCOG has requested the Texas Department of Transportation (TxDOT) to pay the required 20 percent local match of \$40,320 for improvements implemented at 36 of the locations, which are on the State roadway system. NCTCOG requests local match in the amount of \$4,480 from the City of McKinney for improvements implemented at 4 locations, which are not on the State roadway system.

A consultant procured by NCTCOG will perform retiming at the identified intersection locations. Prior to project commencement, the ILA must be executed and local match funds received. NCTCOG requests your assistance in verifying the intersection locations identified in Attachment A, and in making the appropriate arrangements for approval by the City of McKinney to execute this Agreement.

NCTCOG appreciates your participation in this project. If you have any questions, please contact Gregory Masota, Transportation Planner III, at (817) 695-9264.

Sincerely,

Dan Kessler  
Assistant Director of Transportation

AGS:tmb  
Enclosures

cc: Natalie Bettger, Senior Program Manager, NCTCOG  
Marian Thompson, Transportation System Operations Supervisor, NCTCOG  
Gregory Masota, NCTCOG  
Regional Traffic Signal Retiming Project File

Correspondence sent via electronic mail.

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**and**  
**THE CITY OF MCKINNEY**  
**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 McKinney 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 McKinney 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 McKinney, 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 programs will fund 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.
- 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 Any excess local match funds for off-system locations shall be reimbursed by NCTCOG to the City.
- 4.7 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 \_\_\_\_\_ 2014.

**CITY OF MCKINNEY**

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM

CITY OF MCKINNEY

## INTERSECTIONS AND LOCAL MATCH

Priority	Main Street	Cross Street	City	O & M Agency	On / Off TxDOT System	
	Name	Name			On-System	Off-System
<b>1</b>	<b>US 380</b>					
	US 380	Custer Rd	McKinney	McKinney	1	0
	US 380	Stonebridge Pkwy	McKinney	McKinney	1	0
	US 380	Ridge Road	McKinney	McKinney	1	0
	US 380	Lake Forest Dr	McKinney	McKinney	1	0
	US 380	Hardin Rd	McKinney	McKinney	1	0
	US 380	Skyline Dr	McKinney	McKinney	1	0
	US 380	Wisteria Way	McKinney	McKinney	1	0
	US 380	Community Ave	McKinney	McKinney	1	0
	US 380	Towne Crossing Dr	McKinney	McKinney	1	0
	US 380	US 75 SB	McKinney	McKinney	1	0
	US 380	US 75 NB	McKinney	McKinney	1	0
	US 380	Redbud Blvd	McKinney	McKinney	1	0
	US 380	Graves St	McKinney	McKinney	1	0
	US 380	Waddill St	McKinney	McKinney	1	0
	US 380	College St	McKinney	McKinney	1	0
	US 380	Church St	McKinney	McKinney	1	0
	US 380	Tennessee St	McKinney	McKinney	1	0
	US 380	McDonald St	McKinney	McKinney	1	0
	US 380	Throckmorton St/Woodlawn Rd	McKinney	McKinney	1	0
	US 380	Airport Dr	McKinney	McKinney	1	0
					<b>20</b>	<b>0</b>
<b>2</b>	<b>SH 121</b>					
	SH 121	Exchange Pkwy	McKinney	McKinney	1	0
	SH 121 WB	Alma Rd	McKinney	McKinney	1	0
	SH 121 EB	Alma Rd	McKinney	McKinney	1	0
	SH 121 WB	Stacy Rd	McKinney	McKinney	1	0
	SH 121 EB	Stacy Rd	McKinney	McKinney	1	0
	SH 121 WB	Lake Forest Dr	McKinney	McKinney	1	0
	SH 121 EB	Lake Forest Dr	McKinney	McKinney	1	0
	SH 121 WB	Hardin Rd	McKinney	McKinney	1	0
	SH 121 EB	Hardin Rd	McKinney	McKinney	1	0
					<b>9</b>	<b>0</b>
<b>3</b>	<b>Custer Road</b>					
	Custer Road	US 380	McKinney	McKinney	1	0
	Custer Road	Bristol Dr	McKinney	McKinney	1	0
	Custer Road	Virginia Pkwy	McKinney	McKinney	1	0
	Custer Road	Cotton Ridge North Road	McKinney	McKinney	1	0
	Custer Road	Westridge Blvd	McKinney	McKinney	1	0
	Custer Road	Cotton Ridge South Road	McKinney	McKinney	1	0
	Custer Road	Eldorado Pkwy	Frisco	Frisco	1	0
	Custer Road	Stonebridge Dr	Frisco	Frisco	1	0
					<b>6</b>	<b>0</b>

REGIONAL TRAFFIC SIGNAL RETIMING PROGRAM

CITY OF MCKINNEY

INTERSECTIONS AND LOCAL MATCH

4	Alma Road					
	Alma Road	Eldorado Pkwy	McKinney	McKinney	0	1
	Alma Road	Silverado Trail	McKinney	McKinney	0	1
	Alma Road	Stacy Road	McKinney	McKinney	0	1
	Alma Road	Collin McKinney Pkwy	McKinney	McKinney	0	1
	Alma Road	SH 121 SB	McKinney	McKinney	1	0
	Alma Road	SH 121 NB	Allen	McKinney	1	0
	Alma Road	Ridgeview Dr	Allen	Allen	0	1
	Alma Road	Exchange Pkwy	Allen	Allen	0	1
	Alma Road	Comanche Dr	Allen	Allen	0	1
	Alma Road	McDermott Dr	Allen	Allen	0	1
	Alma Road	Bel Air Dr	Allen	Allen	0	1
	Alma Road	Bethany Dr	Allen	Allen	0	1
	Alma Road	Hedcoxe Dr	Allen	Allen	0	1
					1	4

Agreement with NCTCOG - Consultant Retiming		
	Retiming	
	On-System	Off-System
Locations Requiring Signal Retiming	36	4
Total Cost	\$201,600	\$22,400
Local Match	\$40,320	\$4,480