

**INTERLOCAL COOPERATIVE AGREEMENT (ILA)  
CONCERNING THE FORT WORTH TO DALLAS REGIONAL VELOWEB TRAIL BRANDING  
AND MARKETING INITIATIVE**

This Agreement is made and entered into by the North Central Texas Council of Governments (NCTCOG) and the Cities of Arlington, Dallas, Fort Worth, Grand Prairie and Irving (hereinafter referred to as "CITIES"). The CITIES and NCTCOG collectively referred to as "Parties". The purpose of this Agreement is to support and establish CITIES, and NCTCOG commitments for the Fort Worth to Dallas Regional Veloweb Trail Branding and Marketing Initiative.

**WHEREAS**, a regional shared-use path alignment between Fort Worth and Dallas is included as part of the 2045 Mobility Plan; and,

**WHEREAS**, the Mayors of the five Cities met at the North Central Texas Council of Governments (NCTCOG) on November 8, 2013 and committed to partner together with the Regional Transportation Council (RTC) to implement a Regional Trail alignment from downtown Fort Worth to downtown Dallas; and,

**WHEREAS**, funding for various sections of the trail was approved between 2014-2019 with a variety of local and federal funding sources that will result in a continuous 53-mile southern alignment between the cities of Arlington, Dallas, Fort Worth, Grand Prairie, and Irving; and,

**WHEREAS**, the 53-mile continuous alignment is anticipated to be completed by late 2023; and,

**WHEREAS**, the Mayors of the five Cities met again at the NCTCOG offices on April 11, 2019 and discussed opportunities for regional collaboration to implement the regional trail through a branding and marketing initiative; and,

**WHEREAS**, the branding and marketing initiative is anticipated to begin in fiscal year 2020 and will include elements such as a unified trail corridor name and logo; wayfinding signage guide; a plan for trailheads; identification of access points and infrastructure necessary for major events; a plan for regional 911 emergency signage and addresses for trailheads; a plan for partnership and maintenance responsibilities; and identification of economic development opportunities; and,

**WHEREAS**, NCTCOG staff will procure and manage the branding and marketing project consultant; and,

**WHEREAS**, RTC approved \$125,000 on July 11, 2019 for half of the cost of the branding and marketing initiative with an anticipated total cost of \$250,000; and,

**WHEREAS**, each of the CITIES will contribute \$25,000 in local matching funds; and,

**WHEREAS**, each of the CITIES in addition to providing local matching funds, will participate in the Project Review Committee (PRC), other stakeholder meetings, technical reviews of consultant deliverables and briefings with local officials; 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 Cities of Arlington,

Dallas, Fort Worth, Grand Prairie and Irving 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. Purpose**

This Agreement defines the terms and conditions for the Fort Worth to Dallas Regional Veloweb Trail Branding and Marketing Initiative. Scope of work activities include developing a unified trail name, wayfinding and signage package, addressing of trail heads, and identifying key infrastructure for events on the trail.

## **2. Project Coordination**

- 2.1 CITIES and NCTCOG staff will coordinate to determine the appropriate branding of the regional trail and how it will be implemented in each city.
- 2.2 CITIES' staff will participate in stakeholder meetings, including the development of a regional 911 system and notification system for the trail.
- 2.3 CITIES' staff will coordinate with the appropriate city departments and provide briefings as necessary with city committees, boards, elected officials and key stakeholders.
- 2.4 CITIES will designate a Project Lead to work directly with NCTCOG as part of a PRC to coordinate schedules, facilitate interaction with the various departments of the municipality, elected officials, and key stakeholders.
- 2.5 NCTCOG and/or NCTCOG's consultant(s) will perform the tasks identified in the project Scope of Work to be developed through coordination with city staff.
- 2.6 NCTCOG will serve as the Contract Manager and Procurement Administrator for this Project.
- 2.7 The NCTCOG Project Manager will oversee the consultant(s), review and approve invoices and progress reports, and coordinate with the NCTCOG Project Review Committee regarding meetings, schedules, deliverables, and other key project milestones and events. Monthly progress reports will be provided to the CITIES upon request. Communication with the consultant(s) will be coordinated through the NCTCOG Project Manager.
- 2.8 After contract execution between NCTCOG and the selected consultant, any modification to the Scope of Work and addition of final deliverables that increase the cost of the consultant(s) contract shall be conditioned upon mutual written approval by the CITIES and NCTCOG and be deemed as cost overruns. Prior to authorizing such modifications to the scope and/or final deliverables, the Parties shall endeavor to agree on the funding source for such cost overruns, which shall be subject to the availability of current revenues as provided in section 3.5. Nothing herein shall obligate the CITIES to contribute more

than \$25,000 each in local matching funds. RTC approval for this project is capped at \$250,000 with \$125,000 in local match funds from the CITIES.

### **3. Funding**

3.1 The total project cost for this Agreement is \$250,000 (\$125,000 RTC Local funds and \$125,000 local matching funds). The project cost includes anticipated consultant expenses for completion of duties defined as part of section 2.6

3.2 The CITIES shall provide funds to NCTCOG to support the project by issuing checks payable to the North Central Texas Council of Governments within 60 days of execution of this Agreement by all Parties.

a. CITIES shall each provide a total of twenty-five thousand dollars (\$25,000) in funds to NCTCOG to support the project. Any interest earned on these funds will be retained by NCTCOG.

3.3 NCTCOG will return any unused portion of the funds to the CITIES at the completion of the project.

3.4 Cost overruns approved for payment by NCTCOG and the CITIES shall be funded in total by the CITIES as set forth above in section 2.8. CITIES shall provide a check payable to the NCTCOG in the amount of the agreed upon cost overruns prior to such costs being incurred or as otherwise mutually agreed. NCTCOG is not responsible for any cost other than as outlined herein.

3.5 Each party paying for governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. 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.

### **4. Term**

4.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated, subject to section 4.2.

4.2 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.

4.3 This agreement shall automatically terminate upon completion of the project.

### **5. Modification, Waiver and Severability**

5.1 This Agreement 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.

5.2 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.

5.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

[Remainder of this page left intentionally blank. Signatures appear on the following page.]

**IN WITNESS HEREOF**, the parties have executed the Agreement in duplicate originals. The Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**CITY OF ARLINGTON**

---

Trey Yelverton  
City Manager

---

Date

**IN WITNESS HEREOF**, the parties have executed the Agreement in duplicate originals. The Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**CITY OF DALLAS**

\_\_\_\_\_  
T.C. Broadnax  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO  
Interim City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

**IN WITNESS HEREOF**, the parties have executed the Agreement in duplicate originals. The Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**CITY OF FORT WORTH**

---

Fernando Costa  
Assistant City Manager

---

Date

**IN WITNESS HEREOF**, the parties have executed the Agreement in duplicate originals. The Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**CITY OF GRAND PRAIRIE**

---

Ron Jensen  
Mayor

---

Date



**IN WITNESS HEREOF**, the parties have executed the Agreement in duplicate originals. The Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**CITY OF IRVING**

---

Richard H. Stopfer  
Mayor

---

Date

**IN WITNESS HEREOF**, the parties have executed the Agreement in duplicate originals. The Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Mike Eastland  
Executive Director

\_\_\_\_\_  
Date