

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
AND  
CITY OF DENTON  
FOR  
PEDESTRIAN-BICYCLIST PERMANENT COUNTERS**

This Agreement is by and between the City of Denton, Texas (City), a home rule municipality located in Denton County, Texas; and the North Central Texas Council of Governments (NCTCOG), a Texas political subdivision created and existing under Chapter 391 of the Texas Local Government Code, acting by and through their duly authorized representatives (City and NCTCOG, sometimes referred to herein collectively as the "Parties" and individually as a "Party").

**BACKGROUND**

The NCTCOG Transportation Department is responsible for preparing and maintaining the Metropolitan Transportation Plan for the 12-county area of the Metropolitan Planning Area (MPA). This Plan includes the region's "Active Transportation" (bicycle and pedestrian) strategies for improving mobility region-wide.

Efforts are underway to improve data collection on pedestrian and bicyclist travel in the region. Nonmotorized traffic (bicycle and pedestrian) count data can be used for a variety of purposes, such as to identify safety concerns, to communicate benefits, to encourage people to cycle and walk, to inform decision makers or partners about usage and prioritizing funds for bicycle and pedestrian infrastructure, to analyze trends, and to evaluate the impacts of specific projects including before and after facility improvements occur. Through consistent data collection of nonmotorized traffic (bicyclist and pedestrian counts), local governments may more fully understand the usage of bicyclists and pedestrians and may be able to better estimate demand or usage of planned or proposed pedestrian and bicyclist facilities for project evaluation and selection purposes.

NCTCOG maintains a regional nonmotorized (bicycle and pedestrian) count program to support these efforts and to obtain data to address bicycle and pedestrian performance measures.

NCTCOG administers the regional nonmotorized count program and serves as the repository and clearinghouse for data collected throughout the region. As the implementing agency for the regional monitoring program, NCTCOG establishes data collection guidelines and quality control measures, manages data collected in a useable format in accordance with Federal Highway Administration (FHWA) Traffic Monitoring guidance and data specifications, and publishes regular reports of data collection results. In addition to City trail count data uploaded to NCTCOG's Historical Traffic Count online map, data will also be integrated into the Texas Department of Transportation's (TxDOT's) Bicycle and Pedestrian Count Exchange (BP|CX).

The City of Denton and NCTCOG are mutual partners that have a stake in the nonmotorized monitoring program and are able to share information and provide each other with support. The information collected by the equipment will be shared and will be included with data collection reports for the MPA.

## TERMS

- 1 Each party agrees sharing data is mutually beneficial and the City will permit NCTCOG access to trail count data.
- 2 On occasion, NCTCOG may coordinate with the City and other agencies to collectively purchase trail counter equipment parts and/or hire services to have count equipment serviced. City staff will notify NCTCOG staff in writing if and when the agency will participate in purchasing equipment and/or maintenance.
- 3 By participating in a regional purchase of equipment or maintenance services, the City agrees NCTCOG may submit invoices to the City seeking reimbursement for purchases involving equipment and/or services involving the City-owned pedestrian and bicycle count equipment.
- 4 The City will reimburse NCTCOG for the purchases of two (2) upgraded counters and related subscription and maintenance fees. The total project cost estimate for reimbursement to NCTCOG under this agreement is anticipated not to exceed \$14,000 through Fiscal Year 2029.
- 5 The City agrees to pay invoices within thirty (30) days of receipt.
- 6 Both parties will have unlimited access to the online database of pedestrian and bicyclist count data collected by the NCTCOG-owned counter(s).
- 7 This agreement shall take effect on May 20, 2014, and shall remain in effect until terminated as provided herein. This Agreement may be terminated without liability by mutual written concurrence of the Parties or by any Party giving thirty (30) days written notice of termination to the other Party at the address provided herein.

City:           City of Denton  
                  901 Texas Street #A  
                  Denton, Texas 76205  
                  Attention: Gary Packan, Director of Parks & Recreation

NCTCOG:       North Central Texas Council of Governments  
                  616 Six Flags Drive  
                  Arlington, Texas 76011  
                  Attention: Karla Windsor, Senior Program Manager

The above contact information may be modified without requiring an amendment to the Agreement.

- 8 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature, between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Neither Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- 9 During the performance of this Agreement, each Party, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.

- 10 NCTCOG and the City agree that each Party is responsible for its individual acts and deeds as well as the authorized acts and deeds of their contractors, employees, representatives and agents.
- 11 The Parties shall negotiate toward resolving any disputes that arise under this Agreement. Each Party agrees to the extent possible to attempt to resolve any dispute arising under this Agreement through voluntary mediation, arbitration, or any other local dispute mediation process prior to initiating litigation.
- 12 This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all Parties hereto.

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

**CITY OF DENTON**

Sara Hensley  
City Manager

Date: \_\_\_\_\_

**NORTH CENTRAL TEXAS COUNCIL  
OF GOVERNMENTS**

Todd Little  
Executive Director

Date: \_\_\_\_\_

THIS AGREEMENT HAS BEEN BOTH  
REVIEWED AND APPROVED as to  
financial and operational obligations and  
business terms.

Director's signature

Title

Department

Date Signed: \_\_\_\_\_