



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		6/23/14			
Department:	Engineering				
Department Head	Jack Carr				
Agenda Coordinator (include phone #): Kathleen Schonne X-7198					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for funding and support for the 2014 Local Initiative Program (LIP) with Collin County and the Texas Commission on Environmental Quality; designating the Director of Engineering as being responsible for acting for and on behalf of the City of Plano in dealing with Collin County, and the Texas Commission on Environmental Quality for the purpose of participating in the 2014 Local Initiative Program; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	116,442	0	116,442
BALANCE		0	116,442	0	116,442
FUND(S): STREET IMPROVEMENT CIP					
<p>COMMENTS: This item, in the amount of \$116,442, will enter the City of Plano into an Interlocal Agreement with Collin County, with Collin County providing funding once the Texas Commission on Environmental Quality has issued notice to proceed. \$250,000 in funding for this project is allocated in the 2013-14 Community Investment Program under the project for Computerized Signal Systems.</p>					
<p>STRATEGIC PLAN GOAL: Obtaining outside funding for urban thoroughfare improvements relates to the City's Goals of Partnering for the Community Benefit and Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>This project funding request is for Urban Thoroughfare Mobility enhancements along Preston Road, Coit Road, Custer Road, Independence Parkway, and Park Boulevard. These primary arterial roads serve major business corporations, residential developments, retail businesses and hospitals. The proposed project will install wireless communication and traffic monitoring cameras to establish real-time traffic management capability with the Plano Traffic Management Center. By having real-time observation of traffic conditions, traffic signal operation can be adjusted in response to changing traffic congestion and unexpected road incidents, thereby improving traffic mobility, safety, and air quality.</p>					
<p>The LIP project funding request is for \$232,884 and requires a 50% match of local funds. Local (city) funding for this project is available through the Plano CIP Computerized Signal System (Project Number: 36742) in the amount of \$116,442.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Location Map, Location List			N/A		
Resolution					
Interlocal Agreement					

Proposed locations for LIP Funding

6/5/14

	Location	Wireless Communication	Pan/Tilt Camera
1.	Coit Road at 15th Street	x	-
2.	Custer Road at Plano Parkway	x	x
3.	Custer Road at Hedgcoxe Rd	x	-
4.	Custer Road at Parker Road	x	x
5.	Midway Road at Park Blvd	x	x
6.	Independence Pkwy at Parkhaven Dr.	x	x
7.	Preston at 121 Hwy	x	x
8.	Preston at Rasor Blvd	x	x
9.	Preston at Hedgcoxe Rd	x	x
10.	Preston at Legacy	x	-
11.	Preston at Tennyson Pkwy	x	x
12.	Preston at W. Spring Creek	x	x
13.	Preston at Lorimar	x	x
14.	Preston at Parker	x	x
15.	Preston at Tulane	x	x
16.	Preston at Park	x	-
17.	Preston at Old Shepard	x	x

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County for funding and support for the 2014 Local Initiative Program (LIP) with Collin County and the Texas Commission on Environmental Quality; designating the Director of Engineering as being responsible for acting for and on behalf of the City of Plano in dealing with Collin County, and the Texas Commission on Environmental Quality for the purpose of participating in the 2014 Local Initiative Program; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City of Plano intends to submit a Transportation Mobility and Safety project application to Collin County Engineering for Road Enhancements on various Plano arterial roads, prior to the August 31, 2014 deadline; and

WHEREAS, the proposed Mobility and Safety Arterial Road Enhancement Project accomplishes the intention of the City of Plano to foster economic development, and a vibrant, safe, and sustainable city center by improving air quality, traffic safety, pedestrian crossing safety, reducing traffic congestion and vehicular delay; and

WHEREAS, the submittal of a City of Plano resolution in support of the LIP funding application submission increases the likelihood of award by the Texas Commission on Environmental Quality and Collin County; and

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and Collin County providing terms and conditions for Road Enhancements, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee should be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

SECTION I. The City of Plano supports the Transportation Mobility and Safety Arterial Road Enhancement Project as applied for in the 2014 Local Initiative Project Call for Projects application.

SECTION II. The City of Plano commits to fund for a minimum local cash match of 50% of the total project cost, including being responsible for 100% of all cost overruns.

SECTION III. The City of Plano understands and acknowledges that all awarded funding is provided on a reimbursement basis.

SECTION IV. The City of Plano hereby specifically authorizes the Director of Engineering to act for the City of Plano in dealing with Collin County, and the Texas Commission on Environmental Quality, for the purpose of participating in the 2014 Local Initiative Project and to make application for financial assistance; and the Director of Engineering is hereby officially designated as the representative in this regard.

SECTION V. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 23rd day of June, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Exhibit "A"

INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF PLANO

WHEREAS, the County of Collin, Texas ("County") and the City of Plano ("City") desire to enter into an agreement concerning the use of the County's Local Initiative Project funding to purchase and install wireless technologies and vehicle monitoring cameras in order to establish real-time vehicle monitoring and signal management communication with the Plano Traffic Management Center in an effort to improve air quality, safety and mobility in the North Central Texas Region; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local government to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Dallas-Fort Worth (DFW) region is in non-attainment of the federal air quality standards and the County is actively involved in the implementation of projects outlined in the State Implementation Plan (SIP) for air quality improvement listed as part of the Weight of Evidence Section of the DFW SIP; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) was authorized to implement the Local Initiative Projects outlined in Senate Bill 12, passed by the 80th Texas Legislature and fund the programs annually up to five million dollars statewide with funds collected for the AirCheck Texas Drive a Clean Machine Program (formerly known as the Low Income Repair and Replacement Assistance Program or LIRAP); and

WHEREAS, Collin County's share of these funds is \$39,022 for fiscal year 2012, \$39,022 for fiscal year 2013 and \$38,398 for fiscal year 2014; and

WHEREAS, the City and the County find that this agreement will benefit the residents of the North Central Texas Region, by improving air quality, safety and mobility at major intersections; and

WHEREAS, the City and County have determined purchasing the wireless technologies and vehicle monitoring cameras may be executed most economically by implementing this agreement; and

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange for the purchase and installation of wireless technologies and vehicle monitoring cameras to be installed at major intersections in the City of Plano, following TCEQ guidelines, hereinafter called the "Project". The Project consists of items described in Exhibit "A".

ARTICLE II.

The City shall prepare a Project Proposal per the TCEQ requirements and submit the completed proposal to Collin County for approval. Once approved by the County and the City, the County shall submit the signed Project Proposal to TCEQ for review. TCEQ will notify the County once the Project is approved and will issue a Notice to Proceed to the County. The County will then request Local Initiative Project funds from TCEQ and forward the agreed upon funds to the City for the purchase of wireless technologies and vehicle monitoring cameras.

ARTICLE III.

The City shall prepare plans and specifications for the implementation and use of wireless technologies and vehicle monitoring cameras at designated major intersections, accept bids, award a contract and administer the contract in accordance with all TCEQ and state statutory requirements. The City shall provide the County with a copy of executed purchase contract(s) for the project.

ARTICLE IV.

The City will not expend funds to acquire wireless technologies or vehicle monitoring cameras until TCEQ issues a Notice to Proceed for this Project to Collin County.

ARTICLE V.

The City estimates the total actual cost of the project to be \$233,518. The County agrees to fund a portion of the total cost of items described in Exhibit "A", using Local Initiative Project Funds, in an amount not to exceed \$116,442 and the City agrees to return to the County all funds not expended on the Project. Per TCEQ's matching requirement, the City will contribute \$117,076 in TCEQ approved in-kind match. i.e. Equipment costs, cash or through other match eligible operating and maintenance costs.

ARTICLE VI.

Collin County's participation in this project shall not exceed \$116,442 as indicated in Article V. above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VII.

The City shall also provide Quarterly Reports and Financial Status Reports, in electronic format or via US mail, to the TCEQ and County contact identified on Exhibit "A". Following completion of the project, the City shall provide an itemized final accounting of expenditures including in-kind services or donations for the project. All reporting will be done in compliance with TCEQ requirements.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect until the expiration of TCEQ's Notice to Proceed.

ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this ____ day of _____,
2014, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

CITY OF PLANO

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Executed on behalf of the City of
Plano pursuant to City Council
Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

