



**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:	6/28/2010
Department:	Public Works & Engineering
Department Head:	Alan L. Upchurch
Agenda Coordinator (include phone #): Irene Pegues Project No.5737	

CAPTION

A resolution of the City Council of The City of Plano, approving the revised terms and conditions of an Interlocal Cooperative agreement between the North Central Texas Council of Governments (NCTCOG) and the City of Plano, for a Local Air Quality Bicycle/Pedestrian Regional Connection Project, and authorizing it's execution by the City Manager or his authorized designee, and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): STREET IMPROVEMENT CIP

Comments: This item allows the City to enter into an interlocal agreement with North Central Texas Council of Governments (NCTCOG) for the Park Blvd/US 75 Pedestrian Crossing project. If this request is approved, the City of Plano will remit to NCTCOG \$304,175 as the retained local match and North Central Texas Council of Governments will reimburse \$1,322,500 to the City (\$1,018,325 is the NCTCOG portion) for Park Blvd Bicycle/Pedestrian Connections.

STRATEGIC PLAN GOAL: Interlocal agreements for bicycle and pedestrian connections relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1st Choice to Live.

SUMMARY OF ITEM

The attached resolution will authorize the City Manager to execute the Interlocal Cooperative Agreement with NCTCOG to provide funding for the construction of a pedestrian/bicycle trail, which will vary between 8 feet and 12 feet in width, to run from the existing Chisholm Trail on Spring Creek, along the north side of Park Boulevard, over US 75 to the Parker Road DART Rail station on Archerwood Street.

The agreement and funding was previously approved by the Council on September 28, 2009 through Resolution Number 2009-9-23-(R) but was never executed and the scope of work for the project has since been revised. The department is seeking approval of the revised terms of the agreement.

The total cost of this project is \$1,322,500.00. NCTCOG will provide up to 77% or \$1,018,325.00 of the cost of this project. The City will commit to 23% or \$304,175.00 of the estimated total cost of the project. The City will make two separate payments to NCTCOG. The first payment of \$30,417.00 is to be made before design starts.



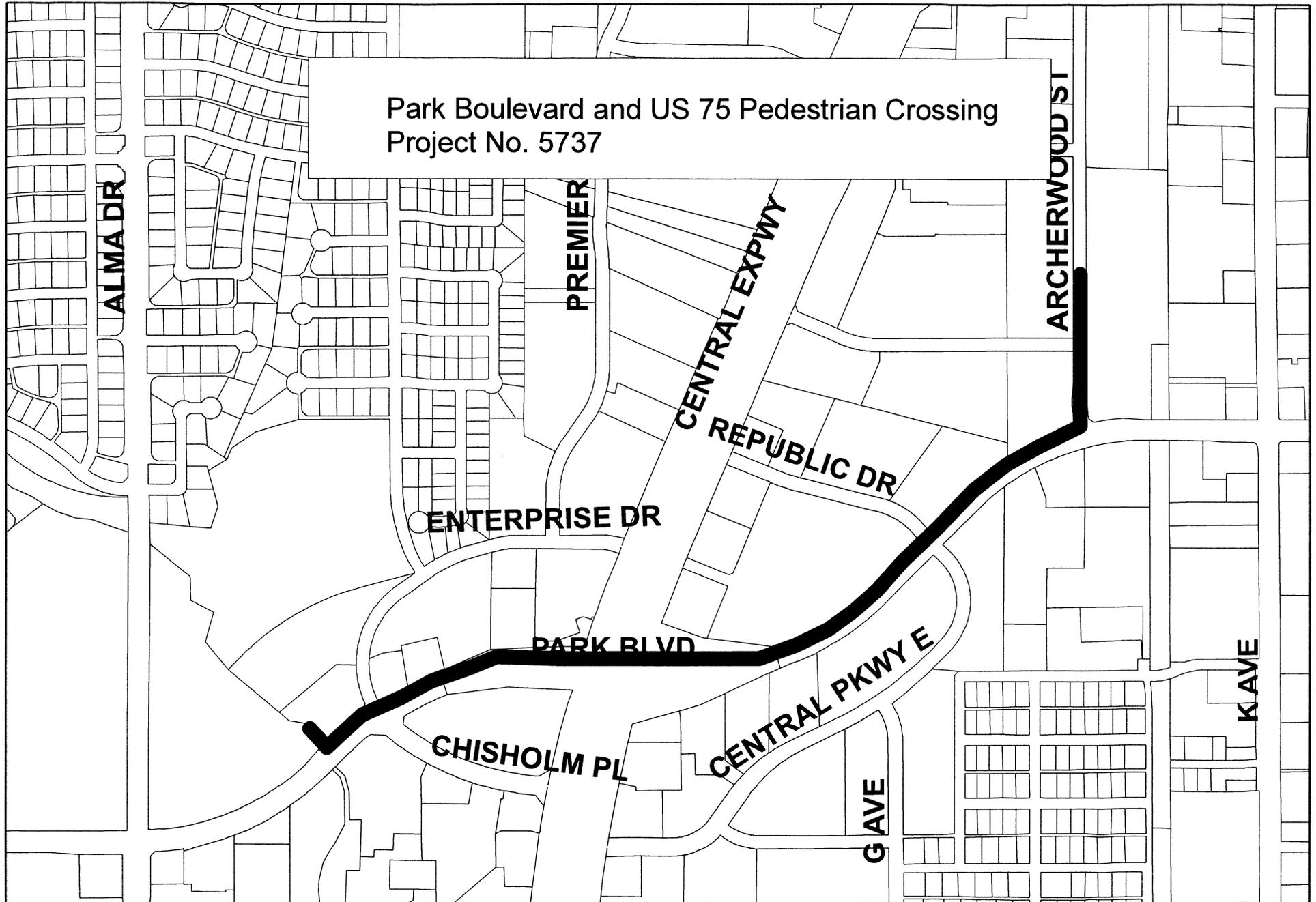
**CITY OF PLANO
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The second payment of \$273,758.00 is to be made before construction starts.

List of Supporting Documents:
Location Map; Resolution

Other Departments, Boards, Commissions or Agencies
N/A

Park Boulevard and US 75 Pedestrian Crossing
Project No. 5737



ALMA DR

PREMIER

CENTRAL EXPWY

ARCHERWOOD ST

ENTERPRISE DR

REPUBLIC DR

PARK BLVD

CHISHOLM PL

CENTRAL PKWY E

GAVE

KAVE

A Resolution of The City Council of The City Of Plano, Texas, approving the revised terms and conditions of an Interlocal Cooperative Agreement with the North Central Texas Council Of Governments (NCTCOG); Authorizing its execution by the City Manager or his authorized designee; 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, an Interlocal agreement was approved by the City Council on September 28, 2009 through Resolution Number 2009-9-23-(R) for this project but was never executed. The scope of work for the project has changed and requires approval of a revised agreement.

WHEREAS, the City Council has been presented a revised proposed Interlocal Cooperative Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the project to be funded in the agreement is a pedestrian/bicycle trail to run from the existing Chisholm Trail on Spring Creek to the Parker Road DART Rail station on Archerwood Street; 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the revised Interlocal Agreement with the North Central Texas Council of Governments (NCTCOG) for a pedestrian/bike trail project, have been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, and are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the 28th day of June, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

LOCAL AIR QUALITY BICYCLE/PEDESTRIAN REGIONAL CONNECTION PROJECT

City of Plano Park Boulevard Bicycle and Pedestrian Regional Connection Project

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Implementation of Local Air Quality Project by the City of Plano.

AGREEMENT PERIOD: Signature date through closeout.

AGREEMENT AMOUNT: See Appendix A

Awarding Party

North Central Texas Council of Governments
616 Six Flags Drive, Suite 200, Center Point Two
P. O. Box 5888
Arlington, Texas 76011

Contact Person

Karla Weaver, AICP
Principal Transportation Planner
(817) 608-2376
kweaver@nctcog.org

Public Sector Sponsor

City of Plano
1520 K Avenue, Suite 250
Plano, TX 75074

Contact Person:

Mr. Gerald Cosgrove
Chief Engineer
(972) 941-7152
GeraldC@plano.gov

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
CITY OF PLANO
for a
LOCAL AIR QUALITY BICYCLE/PEDESTRIAN REGIONAL CONNECTION PROJECT

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, it is the goal of the RTC to encourage the implementation of projects to reduce vehicle emissions that create ozone; and,

WHEREAS, on April 14, 2005, the RTC approved funding for implementation of a Local Air Quality Program in the Dallas-Fort Worth Metropolitan Area for the implementation of projects and programs that address the federal 8-hour ozone standard; and,

WHEREAS, on September 14, 2006, the RTC awarded funds to the City of Plano Bicycle/Pedestrian Regional Connection projects; 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 Plano 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 Public Sector Sponsor, the City of Plano, hereinafter referred to as the "SPONSOR". NCTCOG and the SPONSOR may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

2. Terms of Agreement

- 2.1. **Scope of Service.** The SPONSOR covenants and represents to the NCTCOG that the SPONSOR shall implement Local Air Quality Bicycle/Pedestrian

Regional Connection projects as provided for in Appendix A hereinafter referred to as the “**SCOPE**”.

- 2.2. Changes to the SCOPE must be agreed to by both parties, in writing.
- 2.3. SPONSOR agrees that emissions reductions provided by each Scope Activity may be used by NCTCOG to meet air quality requirements and goals.
- 2.4. **Notice to Proceed.** A Notice to Proceed shall be issued for each Scope Activity upon receipt of Local Match payment and completion of Notice to Proceed Prerequisites as identified in the SCOPE. A Notice to Proceed shall not be issued for any Scope Activity prior to the Funding Year as identified in the SCOPE.
- 2.5. **Time of Performance.** The SPONSOR shall not commence performance of any Scope Activity, nor incur any costs or obligations associated with those services, until the SPONSOR has received a written Notice to Proceed from NCTCOG for the Scope Activity. All work and services required by this Agreement shall be completed in a reasonable period of time in accordance with RTC policies.
- 2.6. **Termination.** Either party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of 30 days to cure the defect. Termination is effective only in the event the party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for payment for services rendered before the effective date of termination, plus reasonable contract closeout costs, as mutually agreed upon.

The Parties may terminate this Agreement at any time by mutual written concurrence. Parties also agree that should a necessitated switch from local funds to federal funds occur for any Scope Activities, this Agreement will be terminated with respect to those Scope Activities.
- 2.7. **Unused Local Match.** Upon completion of any Scope Activity or termination of the Agreement, any remaining Local Match funds provided by the SPONSOR may be returned to the SPONSOR or may be used as a Local Match payment for another project or Scope Activity awarded funds by RTC, at the discretion of the SPONSOR.
- 2.8. **Closeouts.** Closeouts shall occur upon completion of each Scope Activity including completion of Scope Activity Closeout Requirements identified in the SCOPE, complete receipt of payment, and submittal of final closeout reports. Closeout of this Agreement does not invalidate any continuing obligations imposed by this Agreement.

3. Amendments

- 3.1. **Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter.
- 3.2. **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.
- 3.3. **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.
- 3.4. **Modifications.** Modifications to this Agreement must be agreed to in writing.
- 3.5. **Other Funding Awards.** In the event that a Scope Activity is awarded funding under another federal or state program, that Scope Activity may no longer be eligible to receive reimbursement under this Agreement and the SCOPE shall be modified to reflect this change.

4. Budget

- 4.1. **Funding.** NCTCOG shall reimburse the eligible and allowable expenses of each Scope Activity in an amount not to exceed the awarded funds identified in Appendix A. Funds may not be available for reimbursement prior to the fiscal year (October 1st through September 30th) as identified in the SCOPE. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 4.2. **Match.** The SPONSOR shall provide the required local match for each Scope Activity as outlined in Appendix A. The SPONSOR shall provide a check payable to the North Central Texas Council of Governments in the amount specified in Appendix A. A Notice to Proceed for each Scope Activity will not be issued unless or until the local match for that Scope Activity has been received. If the local match amount for any Scope Activity has not been received within two (2) years of the date this Agreement is executed, NCTCOG reserves the right to reprogram funding.
- 4.3. **Cost Overruns.** The SPONSOR is responsible for any cost overruns.

- 4.4. Unused Funds.** In the event that a Scope Activity is completed for less than the total awarded funding as identified in the SCOPE, any unused local funds shall be returned to the SPONSOR, except as directed by the SPONSOR under paragraph 2.7, and the remaining RTC/Local funds shall be reprogrammed by the RTC.

5. Payments

- 5.1. Reimbursement.** Invoices shall be submitted at regular intervals following the first costs incurred for each Scope Activity. Additionally, an invoice shall be submitted by October 15th of each year for each Scope Activity for work performed but not invoiced during the previous fiscal year. Reimbursement shall be made at the end of the NCTCOG fiscal year (October 1st through September 30th) and upon closeout of each Scope Activity.
- 5.2. Required Documentation.** Requests for reimbursement shall include an itemized list of expenses for which reimbursement is requested, as well as supporting documentation. Expenses should be grouped according to the Scope Activity for which the expense was incurred and a Scope Activity Number should be indicated for each expense.
- 5.3. Eligible Expenses.** Costs must be determined by NCTCOG to be the reasonable, necessary, actual, and eligible costs of conducting the Scope Activity. Expenses related to utility relocation will not be eligible for reimbursement. Engineering cost will be limited to 10% of the overall budget.
- 5.4. Availability of Funds.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of RTC/Local funds. If RTC/Local funds are not available due to a default of local funds being paid to NCTCOG, the SCOPE shall be modified to reflect the reduced availability of funds.

6. Rights

- 6.1. Authority.** The SPONSOR shall have no authority to act for or on behalf of the NCTCOG except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. The SPONSOR may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of NCTCOG
- 6.2. Assignment.** Without the prior written consent of the NCTCOG, the SPONSOR may not transfer or assign any rights or responsibilities under or any interest in this Agreement.

7. Miscellaneous Provisions

- 7.1. Release and Hold Harmless.** Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials,

officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement, or cause of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with Agreement.

- 7.2. 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.
- 7.3. 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.
- 7.4. Guidelines and Procedures.** The SPONSOR agrees to implement and manage all Scope Activities in accordance with operating standards and procedures established by SPONSOR's governing body.
- 7.5. Insurance.** The SPONSOR shall comply with the insurance requirements imposed by State and local laws, regulations, and ordinances.
- 7.6. 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.
- 7.7. Disputes and Remedies.** The SPONSOR and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement.
- 7.8. Public Comment Process.** Public meeting and public hearing notices regarding this project shall be provided to NCTCOG within five (5) days of publication. Meeting minutes, summaries of communication, and copies of written responses to public comments and questions shall be transmitted to the NCTCOG Contact Person as identified on the Agreement Cover Sheet within thirty (30) days following the meeting
- 7.9. Notice.** Notices to either party by the other party required under this Agreement shall be in writing and delivered to the addresses shown below. A copy shall concurrently be provided to the Contact Person, provided on the Agreement Cover Sheet, of the party receiving notice.

NCTCOG

Mailing Address:

Michael Morris, P.E., Transportation Director
North Central Texas Council of Governments
Transportation Department
P.O. Box 5888
Arlington, Texas 76005-5888

Telephone No.: (817) 695-9240
Facsimile No.: (817) 640-3028

SPONSOR

Mailing Address:

Gerald Cosgrove
Chief Engineer
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358

Telephone No.: (972) 941-7152
Facsimile No.: (972) 941- 7397

Physical Address:

Michael Morris, P.E., Transportation Director
North Central Texas Council of Governments
Transportation Department
616 Six Flags Drive
Arlington, Texas 76011

Physical Address:

Gerald Cosgrove
Chief Engineer
City of Plano
1520 K Avenue, Suite 250
Plano, Texas 75086-0358

The above contact information, or the contact information provided on the Agreement Cover Sheet, may be modified without requiring an amendment to the Agreement.

8. Subcontracting

- 8.1. All work and services required hereunder will be performed by the SPONSOR, or under its supervision, and SPONSOR shall ensure that all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under the applicable federal, state and local law, statutes, and ordinances to perform such work or services.
- 8.2. The SPONSOR shall ensure that the services performed under all subcontracts comply with all terms and conditions of this Agreement as if the SPONSOR performed such services. Where the SPONSOR contracts with another entity or individual, including a subgrantee or recipient (Subcontractor), to perform any or all of the SCOPE, the SPONSOR will enter written contractual agreements requiring the Subcontractor to comply with the provisions of this Agreement.
- 8.3. The SPONSOR shall comply with their Agency set standards and practices when soliciting and acquiring all subcontractors for Scope Activities.

9. Design Standards/Certification.

- 9.1. **Design Guidelines.** SPONSOR agrees to design, build, and maintain equipment and facilities described in the SCOPE in compliance with standards and procedures established by SPONSOR'S governing body.

- 9.2. **Inspections.** SPONSOR agrees to perform field inspections at appropriate intervals to be determined by SPONSOR to ensure project compliance with the standards and procedures established by SPONSOR'S governing body. Copies of such reports shall be provided to NCTCOG upon request.
- 9.3. **Blueprints/Designs.** The SPONSOR shall provide the NCTCOG with copies and recent updates of any final designs or schematics pertaining to the Scope Activities upon request.
- 9.4. The SPONSOR shall ensure that all required documents of the Scope Activities, including but not limited to insurance certificates, performance or payment bonds, and required licenses and permits of a SPONSOR or the SPONSOR'S subcontractors be kept on file, current, and available to the NCTCOG upon request. Additionally, any relevant performance documents pertaining to the Scope Activities, such as correspondence, evaluations, reports submitted by the subcontractor and/or the SPONSOR'S contract administration team, payment requests, and copies of invoices shall be provided to the NCTCOG upon request.

10. Accessibility and Maintenance of Records

- 10.1. The SPONSOR 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 federal regulations, state rules, and the Interlocal Cooperative Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 10.2. All records must be maintained for a minimum of three (3) years after SCOPE closeout. In the event that any litigation or claim is still pending before the expiration of the three-year period, these records shall be retained until resolution of the litigation or claim. NCTCOG and their duly authorized agents shall have access to all records that are directly applicable to this Agreement for the purpose of making audit(s) examinations.

11. Audits or Evaluations

- 11.1. The SPONSOR shall provide NCTCOG, for its review, a copy of any audit received as a result of SPONSOR policy or audits of federal and state governments relating to the expenditure of reimbursement funds under this Agreement. Such audits shall include or be accompanied by any applicable audit management letter issued and applicable responses to the auditor's findings and recommendations. All audits shall be submitted to NCTCOG within thirty (30) days of receipt of each issued report.
- 11.2. NCTCOG reserves the right to conduct financial and program monitoring of all awards to the SPONSOR 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.

12. Reports

- 12.1. Annually and as indicated in the SCOPE, the SPONSOR shall provide to NCTCOG written progress reports for work completed on Scope Activities. At a minimum, progress reports should include the information required by the SCOPE.
- 12.2. Upon request from NCTCOG, the SPONSOR shall provide reports on the status of the Scope Activities.

13. Assurances

- 13.1. **Equal Employment Opportunity.** The SPONSOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The SPONSOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 13.2. **Nondiscrimination on the Basis of Disability.** The SPONSOR agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The SPONSOR shall insure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR, Part 27 and any amendments thereto.
- 13.3. **Interest of Public Officials.** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 13.4. **Noncollusion.** The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or agent, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the SPONSOR breaches or violates this warranty, NCTCOG shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- 13.5. **Gratuities.** Any person doing business with or who, reasonably speaking, may do business with NCTCOG under this Agreement may not make any offer of

benefits, gifts or favors to employees of NCTCOG. Failure on the part of the SPONSOR to adhere to this policy may result in termination of this Agreement.

- 13.6. Debarment/Suspension.** The SPONSOR is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The SPONSOR and its subcontractors shall comply with Federal and State regulations regarding Debarment and Suspension. The SPONSOR shall include a statement of compliance with Federal and State Debarment and Suspension regulations in Third-Party contracts.
- 13.7. Restrictions on Lobbying.** The SPONSOR is prohibited from using funds awarded under this Agreement for lobbying purposes. The SPONSOR shall include a statement of compliance with this provision in applicable procurement solicitations and Third-Party contracts.
- 13.8. Disadvantaged Business Enterprise.** The SPONSOR shall comply with SPONSOR'S policies and procedures regarding Disadvantage Business Enterprise (DBE) participation in carrying out this Agreement. Upon request, SPONSOR shall report DBE participation.
- 13.9. Compliance with Regulations.** During the performance of this Agreement, the SPONSOR, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.
- 13.10. Copyrights.** To the extent permitted by law, except as otherwise provided in the terms and conditions of the Agreement, NCTCOG is free to copyright any City of Plano books, publications, or other copyrightable materials developed in the course of this Agreement. Except as otherwise provided in the terms and conditions of the Agreement, the NCTCOG shall reserve a royalty-free nonexclusive and irrevocable right to produce, publish, or otherwise use, and to authorize others to use, the City of Plano work for government purposes.
- 13.11. Constitutional Prohibition.** The SPONSOR shall not use funds under this Agreement for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

Appendices

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

Appendix A Scope of Services

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that it is performable in Collin County, Texas and that exclusive venue shall be in Collin County, Texas.

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate original at Arlington, Tarrant County, Texas, the _____ day of _____, 20____.

PUBLIC SECTOR SPONSOR

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

Signature

R. Michael Eastland
Executive Director

Printed Name

APPROVED AS TO FORM:

Title

General Counsel

ATTEST:

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PUBLIC SECTOR SPONSOR

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

Signature

R. Michael Eastland
Executive Director

Printed Name

APPROVED AS TO FORM:

Title

General Counsel

ATTEST:

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PUBLIC SECTOR SPONSOR

**NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

Signature

R. Michael Eastland
Executive Director

Printed Name

APPROVED AS TO FORM:

Title

General Counsel

ATTEST:

Appendix A
Scope of Services

Bicycle / Pedestrian Connection Scope Activities for Plano

Scope Activity*	Park Blvd Pedestrian Bridge/Trail - Phase 1
118481	<i>Park Blvd from east of Chisholm Place to Parker Rd DART Station (See attached map)</i>

Scope

Engineering and Design work for construction of the Park Boulevard Pedestrian and Bicycle Bridge/Trail, not to exceed 10% of the total project budget.

Notice to Proceed Prerequisites

Submittal of ten (10) photos of project site from different vantage points to NCTCOG.
Remittance of required 23% Local Match (\$30,417.00) to NCTCOG

Progress Report Requirements

Status reports shall be submitted by the first of each month following issuance of a Notice to Proceed for each month until completion of the Scope Activity and at the end of each fiscal year in which costs are incurred for this Scope Activity. Reports shall include the scope activity name, the date that the report is submitted, a list of activities carried out during the previous month, an indication of how far along the project is, and estimated/actual start & completion dates for environmental review, engineering, and construction phases of the project.

Scope Activity Closeout Requirements

Submittal of ten (10) photos of project to NCTCOG at the same locations as the photos taken prior to beginning work on the project.

Budget Information**

Funding Year 2010

Total Reimbursable Costs:	\$ 132,250.00	Share
RTC/Local Funds:	\$ 101,833.00	77%
Local Match:	\$ 30,417.00	23%

* A Scope Activity Number should be indicated for all expenses when requesting reimbursement.

** Funding Year refers to the NCTCOG Fiscal Year which runs from October 1 through September 30.

Bicycle / Pedestrian Connection Scope Activities for Plano

Scope Activity*	Park Blvd Pedestrian Bridge/Trail - Phase 2
118482	<i>Park Blvd from east of Chisholm Place to Parker Rd DART Station (See attached map)</i>

Scope

Construction of a 12-ft wide trail facility along Park Boulevard from the existing Chisholm Park Trail (200' west of Enterprise Drive) on the west, to Archerwood Street on the east (4,049 linear feet), and construction of 8-ft wide sidewalks on the east and west sides of Archerwood Street from Park Blvd. to the main entrance of the Parker Road DART Rail Station (1,675 linear feet); a total of approximately 5,724 linear feet. The existing bridge over US-75 will be utilized for the trail. The median will be removed from the bridge and the westbound travel lanes will be shifted south to allow the trail to run along the north side of the existing bridge; relocation of street lights in the median will be needed. Earthwork and retaining walls will be necessary along the trail to match existing grades. A barrier will be installed between oncoming traffic to separate the trail from motor vehicles. The enhancement of bus stops, pedestrian crossing locations, landscaping including, but not limited to, the addition of grass and trees, and traffic safety pavement markings along the trail will also be included.

Notice to Proceed Prerequisites

Submittal of ten (10) photos of project site from different vantage points to NCTCOG.
Remittance of required 23% Local Match (\$273,758.00) to NCTCOG

Progress Report Requirements

Status reports shall be submitted by the first of each month following issuance of a Notice to Proceed for each month until completion of the Scope Activity and at the end of each fiscal year in which costs are incurred for this Scope Activity. Reports shall include the scope activity name, the date that the report is submitted, a list of activities carried out during the previous month, an indication of how far along the project is, and estimated/actual start & completion dates for environmental review, engineering, and construction phases of the project.

Scope Activity Closeout Requirements

Submittal of ten (10) photos of project to NCTCOG at the same locations as the photos taken prior to beginning work on the project.

Budget Information**

Funding Year 2010		
Total Reimbursable Costs:	\$ 1,190,250.00	Share
RTC/Local Funds:	\$ 916,492.00	77%
Local Match:	\$ 273,758.00	23%

* A Scope Activity Number should be indicated for all expenses when requesting reimbursement.

** Funding Year refers to the NCTCOG Fiscal Year which runs from October 1 through September 30.

Park Boulevard Pedestrian and Bicycle Bridge/Trail 2006 NCTCOG Local Air Quality Program Selection

-  Local Air Quality Program Funded
Park Blvd. 12' Wide Trail
-  Local Air Quality Program Funded
Park Blvd. 8' Wide Sidewalks
-  Planned, Regional Veloweb
-  Existing Trail, Off-Street
-  Freeway
-  Major Arterial
-  Park
-  Rail Station

