



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	5/26/15
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas, and the State of Texas Parks and Wildlife Department for the construction of a bioretention basin at Chisholm Trail Park; authorizing the City Manager, or his designee, to execute all necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	6,678	0	6,678
BALANCE	0	6,678	0	6,678

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: This item approves an interlocal agreement between the State of Texas Parks and Wildlife Department (TPWD) and the City of Plano to construct erosion control improvements at Chisholm Trail Park, for which TPWD will provide up to \$6,678. This current year revenue was not anticipated in the 2014-15 CIP and will partially offset the cost of construction, which is currently estimated at \$15,677.

STRATEGIC PLAN GOAL: Participating in an interlocal agreement to construct erosion control improvements that will reduce stormwater and pollution runoff and improve landscaping at a Plano park relates to the City's goals of Partnering for Community Benefit and Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

The Texas Parks and Wildlife Department (TPWD) received \$6,677.54 in restitution for a fish kill that occurred in Spring Creek in August of 2013. TPWD is partnering with the City of Plano and Texas A&M AgriLife Extension to use the restitution toward funding of a bioretention basin at Chisholm Trail Park, which flows into the Spring Creek watershed. A bioretention basin (also known as a rain garden) is a planted shallow depression that provides benefits such as reducing storm water runoff, reducing pollution in runoff, and improving the appearance of the site with landscaping.

The attached interlocal agreement provides for construction of the bioretention basin on park property by the City of Plano. Texas A&M AgriLife will be responsible for the design the project. TPWD will provide funding and coordinate the installation of the improvements, in an amount not to exceed \$6,677.54. The City of Plano will contract for the improvements and be responsible for expenditures in excess of \$6,677.54, in an amount

estimated to be \$9,000. The total budget for the project will be \$15,677.

Project Location Map:

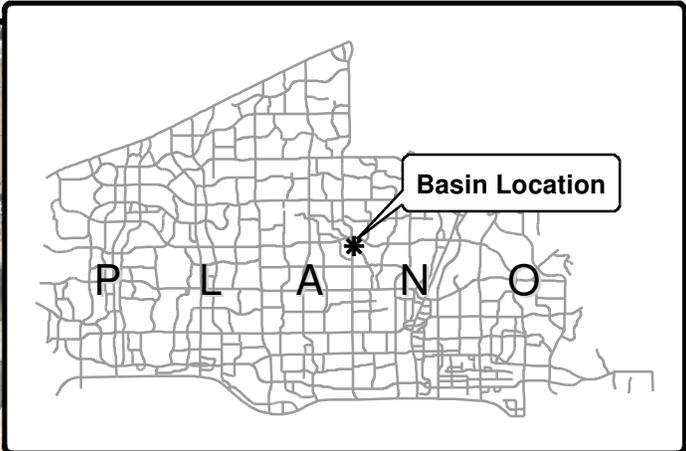
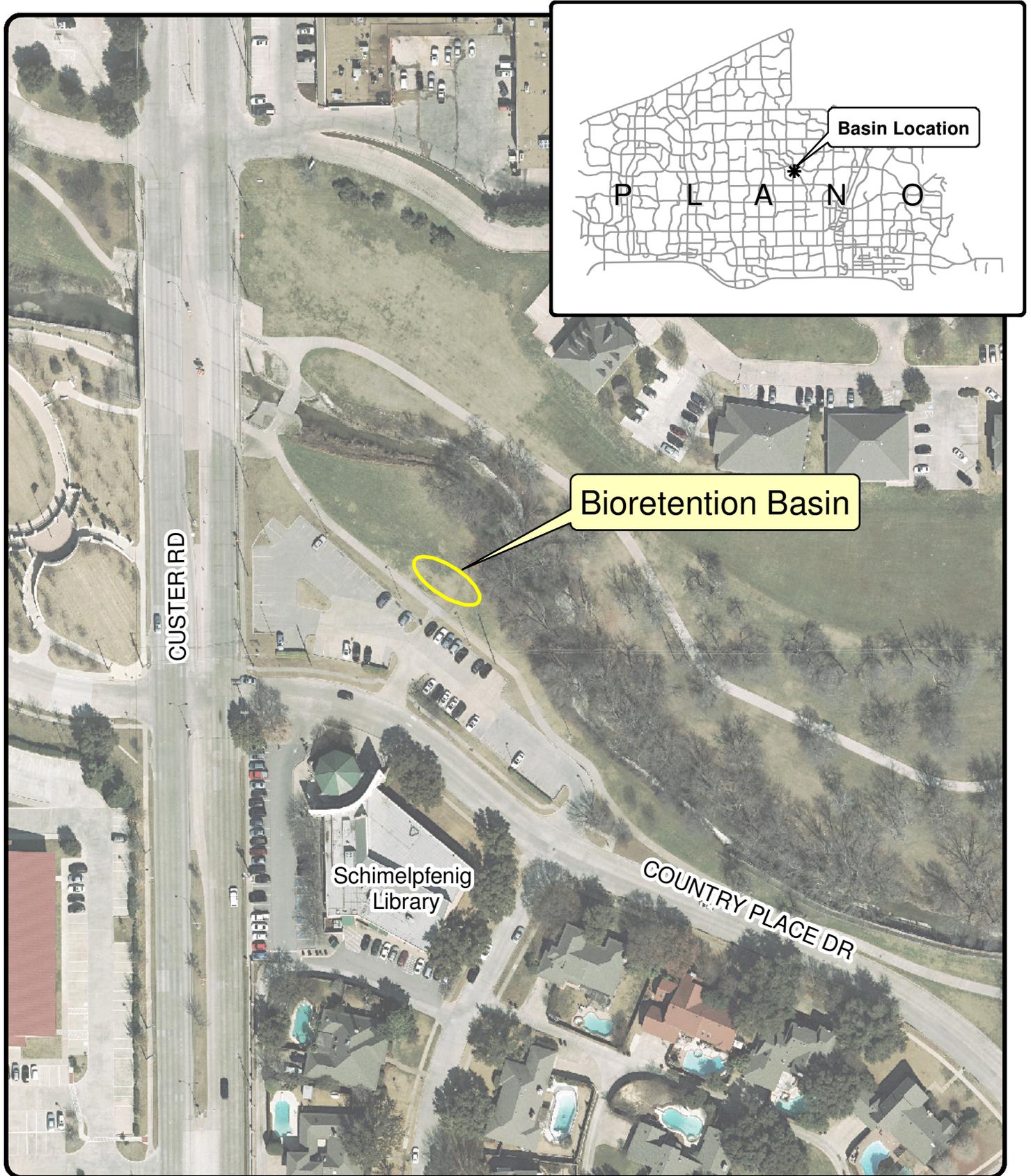
<https://goo.gl/maps/q2JDk>

List of Supporting Documents:

Location Map

Resolution

Other Departments, Boards, Commissions or Agencies



Bioretention Basin

CUSTER RD

Schimelpfenig Library

COUNTRY PLACE DR

0 100 200 Feet

A Resolution of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas, and the State of Texas Parks and Wildlife Department for the construction of a bioretention basin at Chisholm Trail Park; authorizing the City Manager, or his designee, to execute all necessary documents; 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 with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement providing for terms and conditions for the construction of a bioretention basin at Chisholm Trail Park, 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 designee, shall 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 Agreement, having 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, are hereby in all things approved.

Section II. The City Manager or his 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 this the 26th day of May, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

TPWD Contract Number: _____
COP PARD Contract Number: _____

THE STATE OF TEXAS
COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

This Agreement is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)
The Performing Agency: The City of Plano, Texas, through its Parks & Recreation Department (COP PARD)

II. STATEMENT OF SERVICES TO BE PERFORMED:

COP PARD shall conduct the project entitled "Bioretention Basin" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this project is to construct a bioretention basin on City of Plano managed land. Bioretention basins (also known as rain gardens) have benefits such as reducing stormwater runoff, slowing runoff, reducing pollution in runoff, and can improve landscaping. Within the shallow depression, existing soil is replaced with layers of high-infiltration soils, gravel, mulch, and a variety of vegetation suited for wet and dry conditions.

Vegetation Selection: Vegetation (plant) selection will focus on native and adapted plants recommended by Texas A&M AgriLife Extension Service's Texas Rain Garden Plant List to avoid selection of invasive or prohibited plant species. The Texas Rain Garden Plant List can be found at <http://rainwaterharvesting.tamu.edu/files/2011/05/Rain-Garden-Plant-List-11-02-09.pdf>. COP PARD's list of plants must be submitted to the TPWD Project Coordinator (listed in Section VII) for review approval prior planting. Upon completion of the project, a list of all species and the quantity of each species planted (Final Plant List) must be submitted with invoicing.

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with state rules and laws.

Revisions: Certain types of post-award changes in the budget and/or the project may require the prior written approval by TPWD. Requests for changes can be submitted to the TPWD Contract Point of Contact for review.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Pre-Agreement Costs: Pre-agreement costs as of May 1, 2015 are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-agreement costs incurred by the Performing Agency are incurred at the Performing Agency's risk.

Project Completion: Photographs (Visual Confirmation) of the completed project and Final Plant List must be submitted with invoicing.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed: \$6,677.54 (Six thousand six hundred fifty-four cents).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

For payment purposes, the Performing Agency (agency receiving payment) shall submit to the Receiving Agency (agency making payment) an invoice, which shall be paid by the Receiving Agency in accordance with the terms of this Contract. The Receiving Agency will enter payment information into USAS. This shall be recorded by TPWD as a contracted service in USAS as expenditure code 7299.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

VI. INVOICING:

Invoice Schedule: Payments for service performed shall be billed upon completion of project. All invoices and reports must be received within 60 days of termination of contract or within the timeframe provided in Attachment A, whichever is later. Invoices not received within this timeframe may not be paid.

INVOICES AND INVOICE INQUIRIES WILL BE SENT TO:

Texas Parks and Wildlife Department
Attn: Adam Whisenant
Regional Biologist
Water Resources Branch
11942 FM 848
Tyler, Texas 75707
903-566-8387 office
Adam.Whisenant@tpwd.texas.gov

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment, payroll

receipts/records showing employee name, hours worked, hourly rate and total cost claimed, etc.) during the invoiced period. Visual Conformation, Plant List, and invoice with backup documentation for expenses incurred must be submitted. **If the Visual Conformation, Final Plant List, invoice, or backup documentation is not complete, it will delay the processing of your invoice.**

VII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator

Adam Whisenant
Regional Biologist
Water Resources Branch
11942 FM 848
Tyler, Texas 75707
903-566-8387 office
Adam.Whisenant@tpwd.texas.gov

TPWD Contract Point of Contact

Melissa Moody, CTCM
Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
512-389-4720 office
512-389-8797 fax
tpwdcontracting@tpwd.texas.gov

COP PARD Project Coordinator

Jeff Schwartz
Park Operations Superintendent
6500 Roundrock Trail
Plano, Texas 75023
972-208-8143 office
972-208-8137 fax
jeffsc@plano.gov

COP PARD Contract Point of Contact

Timothy Dunn
City Attorney's Office
City of Plano
1520 Avenue K
Suite 340
Plano, Texas 75074
972-941-7125 office
972-424-0099
timothyd@plano.gov

VIII. TERM OF CONTRACT:

This Contract is to begin upon signature by both parties, and shall terminate August 31, 2015.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to TPWD.

IX. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Agency.
- B. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- C. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- D. Public Information Act means Chapter 552 of the Texas Government Code.
- E. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.

X. GENERAL TERMS AND CONDITIONS:

Abandonment or Default: If the contractor defaults on the contract, TPWD reserves the right to cancel this Contract without notice. The defaulting contractor will not be considered in the re-solicitation and

may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Audit: Performing Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract it awards.

Disallowed Costs: The Performing Agency is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this agreement shall be resolved using Chapter 2260 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Agency's substandard performance or any non-conformity with this Contract or the law.

Performing Agency shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Agency from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause or a substantially similar clause is included in all subcontracts.

Public Disclosure: Information, documentation and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act").

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the contractor, terminate this Contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the contractor of intent to terminate, and TPWD will provide the contractor with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this Contract, whether completed or in process.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Agency certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Agency to perform work pursuant to the Contract, within the United States of America.

The Performing Agency shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Agency, and Performing Agency's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Performing Agency may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Performing Agency shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Agency, or any person working on the Performing Agency's behalf, shall be immediately reported to TPWD and the State Historic Preservation Officer. The Performing Agency shall stop all operations in the area of potential effect until written authorization to proceed is issued by TPWD after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

CITY OF PLANO

By: _____

Melissa Moody, CTCM
Contract Specialist

By: _____

Date: _____

Date: _____