

**INTERLOCAL AGREEMENT
BETWEEN
COLLIN COUNTY
AND THE
CITY OF CELINA**

WHEREAS, the County of Collin, Texas (“County”) and the City of Celina (“City”) desire to enter into an agreement concerning the use of the County’s Local Initiative Project funding to purchase Idle Reduction Technology for law enforcement vehicles to improve air quality 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 governments 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 such as the Idle Reduction program 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 \$279,726 for fiscal year 2010 and \$279,726 for fiscal year 2011; and

WHEREAS, the City and the County find that this agreement will benefit the residents of the North Central Texas Region, by reducing idling emissions from law enforcement vehicles; and

WHEREAS, the City and County have determined purchasing the Idle Reduction Technology 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 of Idle Reduction Technology to be installed in City police vehicles, 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 the 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 and the City once the Project is approved and will issue a Notice to Proceed to the County. The County will then request the funds from TCEQ and forward the agreed upon funds to the City for the purchase of Idle Reduction Technology.

ARTICLE III.

The City shall prepare plans and specifications for the implementation and use of Idle Reduction Technology on designated police vehicles, 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 Local Initiative Project Funds to acquire Idle Reduction Technology 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 \$64,020.00. The County agrees to fund a portion of the total cost of items described in Exhibit "A", using Local Initiative Projects Funds, in an amount not to exceed \$32,000.00, 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 \$32,020.00 in in-kind match with the automotive technician's time to install units in vehicles and the salaries of officers utilizing Idle Reduction Technology. The remainder of the match will be provided through the operating and maintenance costs associated with each vehicle retrofitted with the Idle Reduction Technology.

ARTICLE VI.

Collin County's participation in this project shall not exceed \$32,000.00 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 the United States Postal Service, to the TCEQ and contact identified in 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.

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 this agreement is performable in Collin County, Texas and the 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.

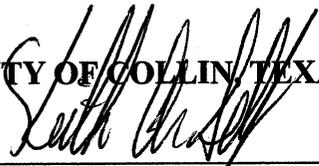
ARTICLE XV.

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:

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

COUNTY OF COLLIN TEXAS

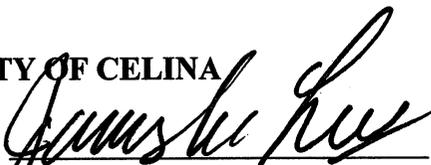
By: 
Name: Keith Self
Title: County Judge
Date: 2/14/11

Executed on this 14th day of February
2011, by the County of Collin,
pursuant to Commissioners' Court
Order No. 2011-085-02-14.

ATTEST:

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

CITY OF CELINA

By: 
Name: James Lewis
Title: Mayor
Date: 1-13-2011

Executed on behalf of the City of
Celina pursuant to City
Council Resolution No. _____

APPROVED AS TO FORM:

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

EXHIBIT "A"

The County will provide Local Initiative Project funding assistance for the following:

- Idle Reduction Technology for Police Vehicles.

Total funding

\$32,000.00

Contact Information

Request for Local Initiative Project Funding submitted to:

Collin County
Special Projects
Jeff Durham
825 N. McDonald Street, Suite 145
McKinney, Texas 75069
972-548-3744

Submission of electronic quarterly, financial status and year end reports:

Jeff Durham
jdurham@co.collin.tx.us

Sandra Young
sayoung@tceq.state.tx.us

Submission of signed original copy of quarterly, financial status and year end reports:

Sandra Young, Program Specialist
Texas Commission on Environmental Quality
Mobile Source Programs Team
Mail Code 164
12100 Park 35 Circle
Austin, TX 78753

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: Police Chief Joe Williams
Address: 501 East Pecan Street
Celina, Texas 75009
Phone: 972-382-2121
Email: jwilliams@celina-tx.gov