

**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:

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

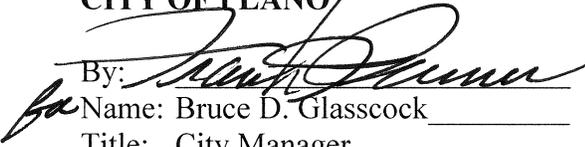
COUNTY OF COLLIN, TEXAS

By: 
Name: Keith Self
Title: County Judge
Date: 7/11/14
Executed on this 11th day of July, 2014, by the County of Collin, pursuant to Commissioners' Court Order No. 2014-389-07-07.

ATTEST:

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

CITY OF PLANO

By: 
Name: Bruce D. Glasscock
Title: City Manager
Date: 6-25-14
Executed on behalf of the City of Plano pursuant to City Council Resolution No. 2014-6-5

APPROVED AS TO FORM:

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

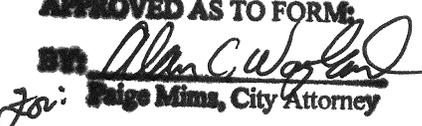
APPROVED AS TO FORM:

Paige Mims, City Attorney

EXHIBIT "A"

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

- Purchase and installation of wireless technologies and vehicle monitoring cameras

Total funding **\$116,442 See Article VI.**

Contact Information

Request for Local Initiative Project Funding submitted to:

Collin County Special Projects
Jeff Durham
4690 Community Avenue, Suite 200
McKinney, Texas 75071
972.548.3723

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

Jeff Durham
jdurham@collincountytexas.gov

David Serrins
David.Serrins@tceq.state.texas.gov

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

David Serrins
Texas Commission on Environmental Quality
Mobile Source Program Team
Mail Code 206
12100 Park 35 Circle
Austin, Texas 78753
512-239-1954

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

Name: Lloyd E. Neal, P.E., Transportation Engineer Manager
Address: City of Plano Engineering Department
1520 K Avenue, Rm 250, Plano, Texas 75074
Phone: 972.941.7152 (office), 972.941.7396 (fax)
Email: Lloydn@plano.gov