

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
THE CITY OF FARMERS BRANCH
for
THE BLUE-GREEN-GREY PROJECTS

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 and provide opportunities to develop innovative projects and outcomes in the Dallas-Fort Worth Metropolitan Area; and,

WHEREAS, on February 8, 2018, the RTC awarded funding to the City of Farmers Branch under the 2017-2018 Blue-Green-Grey Application for New Ideas Funding Opportunity; and

WHEREAS, on February 22, 2018, the North Central Texas Council of Governments' Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into agreements with local governments for funds awarded by the RTC under the 2017-2018 Blue-Green-Grey Application for New Ideas Funding Opportunity; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments and local governments 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:

ARTICLE 1. PARTIES

- 1.1 Parties.** This 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 City of Farmers Branch, hereinafter referred to as "LOCAL GOVERNMENT". The NCTCOG and LOCAL GOVERNMENT may each be referred to as a "Party", and may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

- 2.1. Award Amount.** The NCTCOG will reimburse the LOCAL GOVERNMENT's eligible costs for activities outlined in the Scope of Work (SCOPE) under the conditions in this Agreement not to exceed the maximum Award Amount of **thirty thousand dollars (\$30,000)**. LOCAL GOVERNMENT shall be responsible for any costs in excess of the maximum Award Amount.

ARTICLE 3. SCOPE OF WORK

- 3.1 Scope.** The LOCAL GOVERNMENT shall perform the agreed upon SCOPE outlined in Appendix A of this Agreement.
- 3.2 Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing.

ARTICLE 4. PAYMENTS

- 4.1 Reimbursement.** Reimbursement shall be made only upon completion of established milestones and deliverables, as outlined in Appendix A. Requests for Reimbursement should be submitted in LOCAL GOVERNMENT letterhead and should be accompanied by documentation of completed milestone or deliverable, applicable receipts, and proof of payment. Any reimbursement under this Agreement shall be payable only after eligible costs and deliverables are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the LOCAL GOVERNMENT fails to submit necessary reports or provide other information requested by the NCTCOG under the terms of this Agreement. The NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

Costs incurred prior to execution of this Agreement are not be eligible for reimbursement, unless authorized in a Notice to Proceed.

- 4.2 Reimbursement Requests.** All reimbursement requests prepared by the LOCAL GOVERNMENT shall be submitted no later than May 31, 2019 to NCTCOG at the e-mail address below:

North Central Texas Council of Governments
Email: TRgrants@nctcog.org

ARTICLE 5. PROCUREMENT, DESIGN STANDARDS AND CERTIFICATIONS

- 5.1 Design Guidelines.** LOCAL GOVERNMENT agrees to design, build, and maintain the Project in compliance with standards and procedures established by LOCAL GOVERNMENT'S governing body.
- 5.2 Inspections.** LOCAL GOVERNMENT agrees to perform field inspections at appropriate intervals to be determined by LOCAL GOVERNMENT to ensure project compliance with the standards and procedures established by LOCAL GOVERNMENT'S governing body. Copies of such reports shall be provided to NCTCOG upon request.

- 5.3 Certification.** As part of any reimbursement request, LOCAL GOVERNMENT shall certify to NCTCOG/RTC that the project meets the standards and procedures established by LOCAL GOVERNMENT'S governing body.

6. TERM, MODIFICATION, AND SEVERABILITY

- 6.1 Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. LOCAL GOVERNMENT is authorized to proceed once this Agreement is fully executed.
- 6.2 Termination.** Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement at any time by mutual written concurrence. This Agreement shall automatically terminate upon completion of the project.
- 6.3 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.
- 6.4 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.
- 6.5 Assignment.** Without the prior written consent of the NCTCOG, the LOCAL GOVERNMENT may not transfer or assign any rights or duties under or any interest in this Agreement.
- 6.6 Amendments.** Amendments to this Agreement must be signed by each Party.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 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.
- 7.2 Disputes and Remedies.** The LOCAL GOVERNMENT and the NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 7.3 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

NCTCOG**Mailing Address:**

Michael Morris, P.E.,
Transportation Director
North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76011

NCTCOG Project Manager

Shawn Conrad
Senior Transportation Planner
North Central Texas Council of Governments
Arlington, Texas 76005-5888

LOCAL GOVERNMENT**Mailing Address:**

Charles S. Cox, City Manager
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

With copy to:

Renee Esses
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

- 7.4 Indemnification.** NCTCOG and the LOCAL GOVERNMENT agree that neither party is an agent, servant, or employee of the other party and agrees it is solely responsible for its individual acts and deeds as well as the deeds of its contractors, employees, representatives and agents.
- 7.5 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.
- 7.6 Audits.** NCTCOG reserves the right to conduct financial and program monitoring of all awards to the LOCAL GOVERNMENT 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.
- 7.7 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.

APPENDICES

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

Appendix A Scope of Work

IN WITNESS WHEREOF, the Parties have executed this Agreement on the _____ day of _____, 2018.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland
Executive Director

CITY OF FARMERS BRANCH

Charles S. Cox
City Manager

APPENDIX A SCOPE OF WORK

APPENDIX A FARMERS BRANCH GREEN BUS STOP DESIGN GUIDELINES

SCOPE OF WORK

Project Description

The purpose of the Farmers Branch Green Bus Stop Design Guidelines project is to study how green infrastructure can be incorporated into the design of both existing and proposed bus stops, and how the ideas and process realized from this study can be used in future projects and other areas. The goal of the project is to balance the necessary safety requirements of individual bus stops and re-evaluate green infrastructure that can improve the quality of design, treatments, and drainage while enhancing the rider's experience. A total of 10 existing and planned bus stop locations have been selected in the City of Farmers Branch. Preliminary cost estimates and four design templates will be developed that address necessary improvements for safe boarding and alighting while enhancing the green infrastructure of the bus stop.

There are currently over 11,000 DART bus stops throughout the DFW metroplex. As bus stops are improved in the area, green infrastructure can be incorporated. The intent of the Farmers Branch Green Bus Stop Design Guidelines is to serve as a design tool for not only Farmers Branch but other cities throughout the region. This study should document the existing process for bus stop design, current options, and coordination between local governments and DART.

Project deliverables will include preliminary cost estimates for bus stop design, four bus stop design templates for use by other cities/agencies, a Green Bus Stop Design Guidelines report, and a Sustainable Return on Investments Analysis report.

Study Area

The project areas are six existing and four planned bus stops located around the City of Farmers Branch. Along Luna Road, there are two stops at the intersection with Valley View Lane, two proposed stops on the intersection with Wittington Place and two proposed stops at the intersection with Mercer Parkway. The remaining two stops are along Josey Drive at Valley View Lane and Golfing Green Drive. See attached site map for the bus stop locations.

Tasks and Deliverables

The City of Farmers Branch and their contractors/designers will perform the following list of tasks and sub tasks and will produce the deliverables and results listed for each task. The Budget Spreadsheet attachment should be filled out with the anticipated project costs for each Task. The North Central Texas Council of Governments (NCTCOG) will review the project deliverables and provide feedback at key milestones, conference calls or meetings.

Task 1: Project Management

1. After the Notice to Proceed is issued, conduct a project kickoff meeting to review project goals, scope of work, methodology and schedule/timeline.
2. Conduct periodic conference calls with NCTCOG staff.
3. Complete billing and progress reports.

Task 2: Stakeholder Coordination

1. Conduct 2-3 meetings between City staff/DART including representatives from Public Works, Parks, Planning and other stakeholders to discuss policy and identify changes needed to integrate green infrastructure into bus stops.

- a. The meetings will be a kickoff meeting, a draft review meeting, and, if necessary a final closeout meeting to present the final results.
2. NCTCOG will participate in all stakeholder and community meetings to aid in project communication.

Deliverable:

1. Summaries of all stakeholder meetings.

Task 3: Data Collection

1. The City of Farmers Branch will collect readily available base data, including but not limited to passenger counts, relevant existing/future land use data, right-of-way constraints, current and projected population, adjacent parcel data, and any other transportation infrastructure data sufficient to understand the existing and future conditions of the bus stops.
2. The City will document best policy practices and current development approval process for bus stops between the City and DART.

Deliverables:

1. Descriptive maps, charts and graphs to display the results of the existing conditions analysis.
2. Memo summarizing existing conditions in the study area.
3. Memo summarizing best practices in incorporating green infrastructure into bus stop design.

Task 4: Site Design

1. The City of Farmers Branch will develop four (4) design templates for bus stops that feature enhanced passenger amenities and enhanced green infrastructure qualities.
2. The designs will be complete with specific recommendations on the bus stop dimensions, amenities, materials, and plant species being proposed.
3. Planning-level cost estimates will be developed for implementation and maintenance.

Deliverables:

1. Itemized preliminary cost estimate.
2. Develop four (4) design templates.

Task 5: Reports

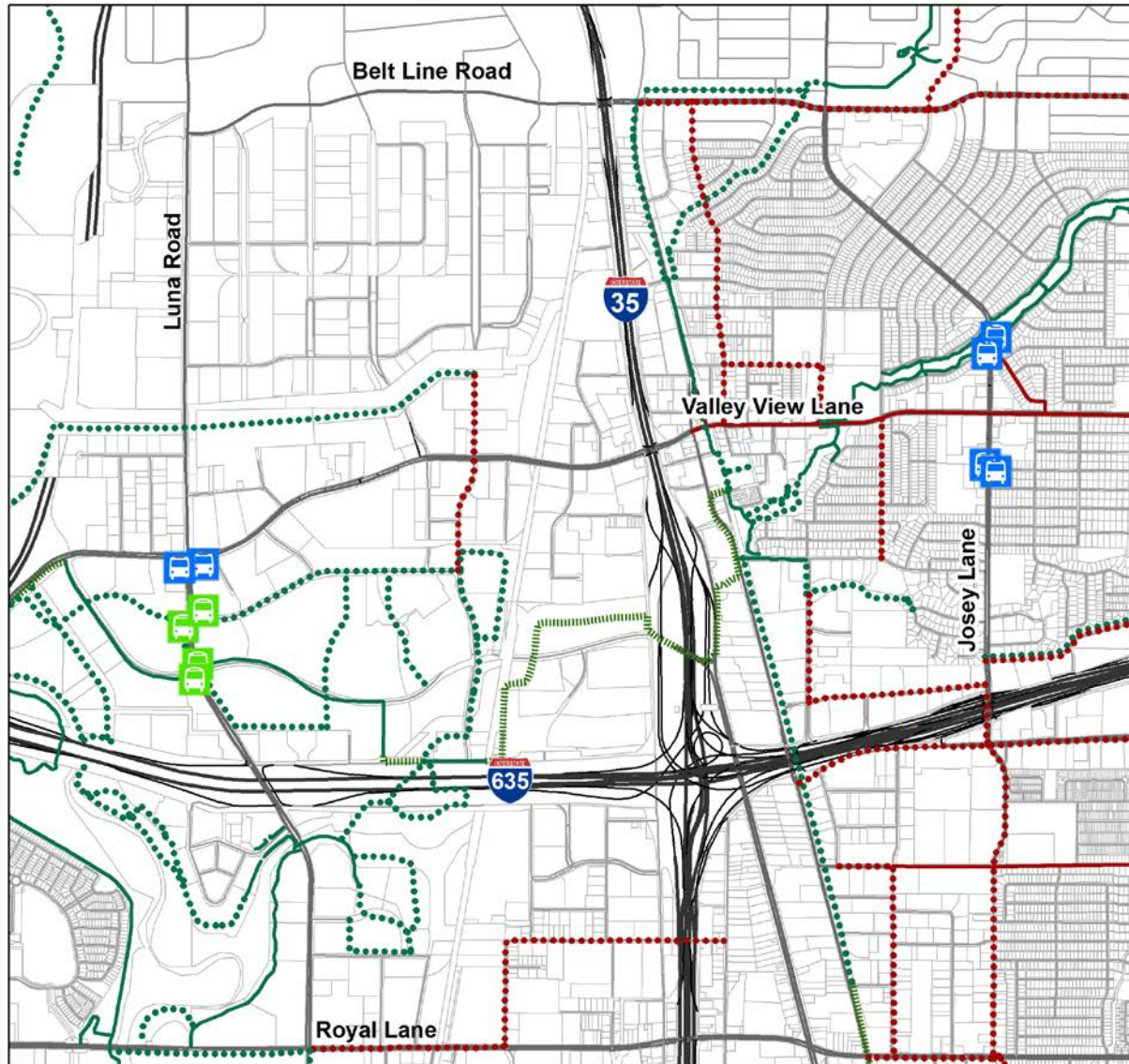
1. Based on the findings of Task 4: Site Design, the City of Farmers Branch will compile the lessons learned into a Green Bus Stop Design Guidelines report.
 - a. The design guidelines report will make recommendations for bus stops detailing the best practices to use when enhancing bus stops with green infrastructure, including but not limited to recommended plant species, bus stops dimensions, passenger amenities and materials.
 - b. The design guidelines report will be prepared so that its recommendations may be replicated and used by other parts of the region.
2. Provide a Sustainable Return on Investment Analysis report showing the social, environmental, and economic impacts associated with both existing and enhanced bus stops.

Deliverables:

1. Green Bus Stop Design Guidelines report
2. Sustainable Return on Investment Analysis report

Overall Site Map

Blue-Green-Grey Bus Stops City of Farmers Branch



Legend



Existing Focus Bus Stops for Study



Proposed Focus Bus Stops for Study

Community Shared-Use Paths and Bikeways

— Off-Street, Existing

— Off-Street, Funded

... Off-Street, Planned

— On-Street, Existing

... On-Street, Funded

... On-Street, Planned



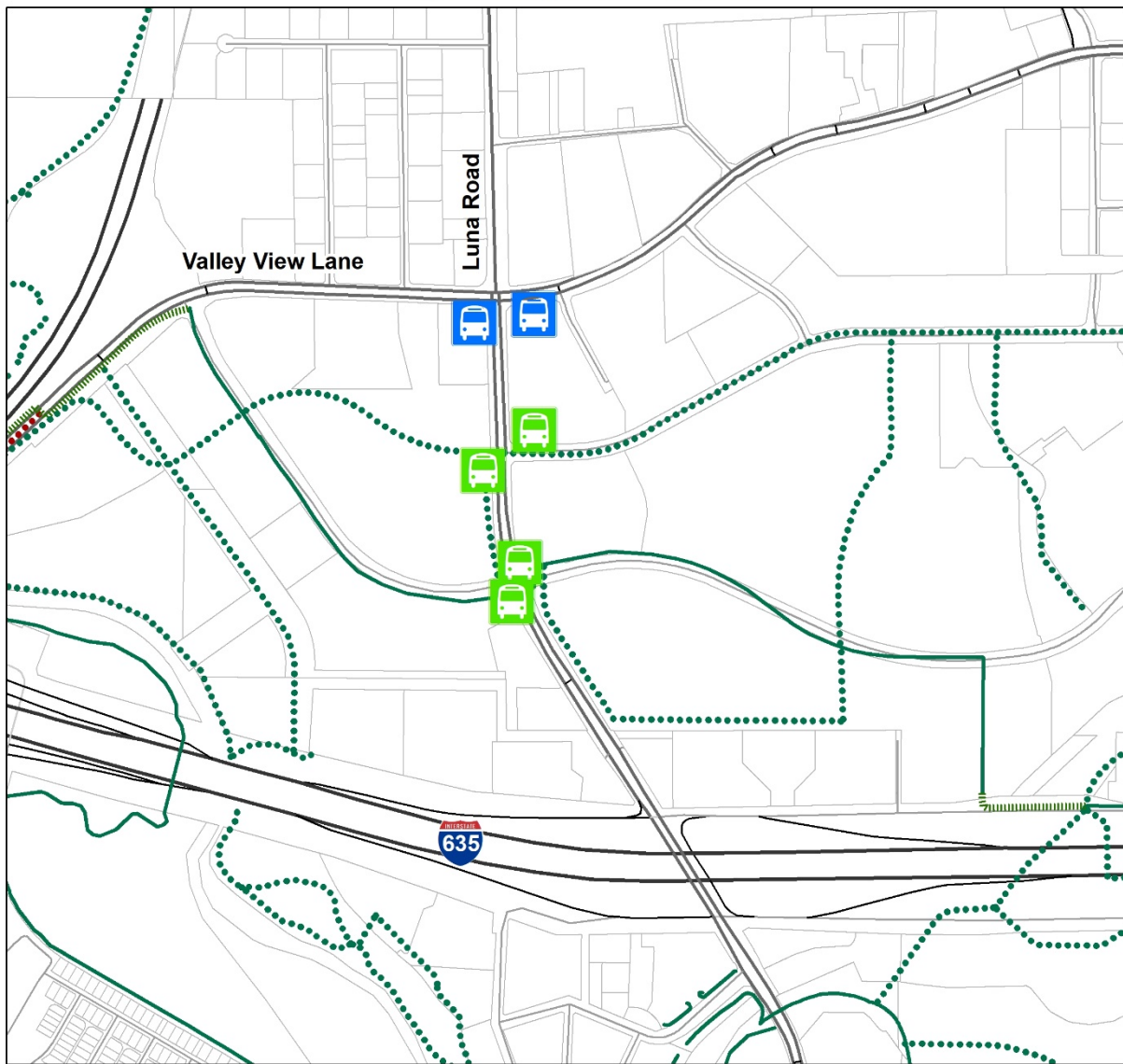
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North Central Texas
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Site Map 1

Blue-Green-Grey Bus Stops City of Farmers Branch



Legend



Existing Focus Bus Stops for Study



Proposed Focus Bus Stops for Study

Community Shared-Use Paths and Bikeways

— Off-Street, Existing

- - - Off-Street, Funded

... Off-Street, Planned

— On-Street, Existing

- - - On-Street, Funded

... On-Street, Planned



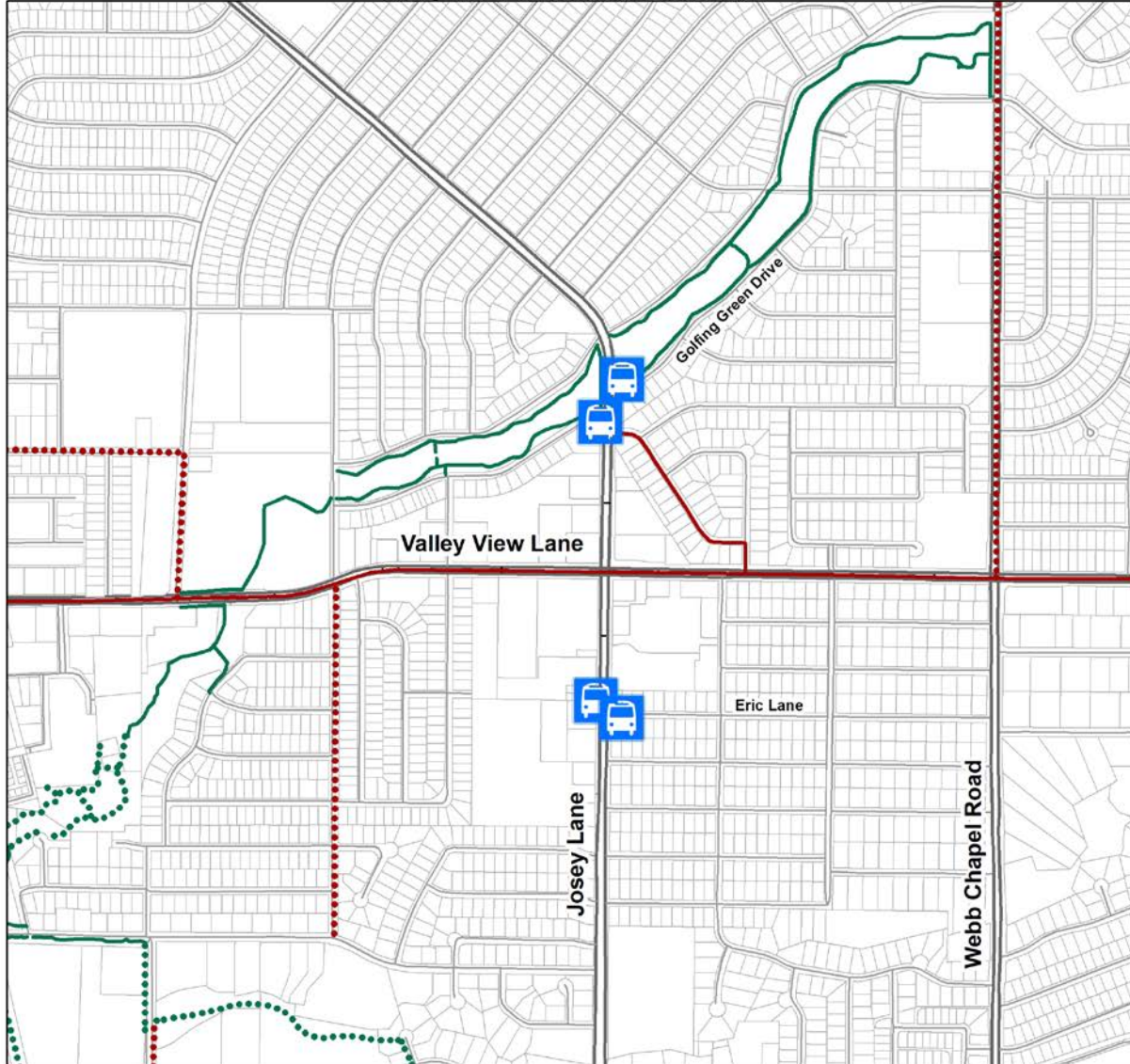
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Site Map 2

Blue-Green-Grey Bus Stops City of Farmers Branch



Legend



Existing Focus Bus Stops for Study



Proposed Focus Bus Stops for Study

Community Shared-Use Paths and Bikeways

— Off-Street, Existing

- - - Off-Street, Funded

... Off-Street, Planned

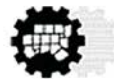
— On-Street, Existing

- - - On-Street, Funded

... On-Street, Planned



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