

RESOLUTION NO. 67-2003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE THE LOCAL PROJECT ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR AN INTELLIGENT TRANSPORTATION SYSTEM PROJECT.

WHEREAS, the Texas Department of Transportation (TxDOT) has developed a project to connect the cities in the Dallas area to TxDOT's Intelligent Transportation System (ITS) information network for the purpose of sharing real-time video and freeway traffic incident data which will improve emergency response; and

WHEREAS, the Texas Transportation Commission subsequently approved the development and funding for the project by Minute Order 107737; and

WHEREAS, it is necessary to execute a Local Advance Project Funding Agreement with the Texas Department of Transportation (TxDOT) prior to participating in the project; and

WHEREAS, the City of Mesquite (City) previously entered into a Master Advanced Funding Agreement with TxDOT on June 12, 2002; and

WHEREAS, the City has determined that participating in the project is in the best interest of the citizens of Mesquite.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:


SECTION 1. That the City Council authorizes the City Manager to execute and approve the Local Project Advance Funding Agreement with the Texas Department of Transportation for an Intelligent Transportation Systems project in the City of Mesquite.

SECTION 2. That this resolution shall take effect immediately from and after its passage.

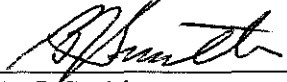
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 1st day of December, 2003.



Mike Anderson
Mayor

ATTEST:


Judy Womack
City Secretary

APPROVED:


B. I. Smith
City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

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APPROVED BY CITY COUNCIL
DATE 12/1/03
CITY SEC. _____

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For
INTELLIGENT TRANSPORTATION SYSTEMS**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of Mesquite, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 107737 that provides for the development of, and funding for, the project describe herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated 12/1/03, which is attached hereto and made a part hereof as Attachment A for development of the specific project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

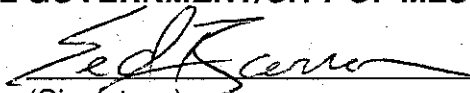
1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, *without exception*.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Scope of Work
The scope of work for this LPAFA is described as the Inter-City Communication Network to share Intelligent Transportation Systems (ITS) such as video, incident and construction data with TxDOT and other cities in the region.
5. Right of Way and Real Property – N/A
6. Adjustment of utilities –N/A

7. Environmental Assessment and Mitigation – N/A
8. Compliance with Texas Accessibility Standards and ADA – N/A
9. Architectural and Engineering Services will be provided by the State, as stated in the Master Agreement, without exception. The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment B.
 - b. A Source of Funds estimate is also provided in Attachment B. Attachment B shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding, including all project cost overruns, unless provided for through amendment of this agreement.
 - d. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the fixed price amount specified in Attachment B as the local contribution for the project.
 - e. N/A
 - f. N/A
 - g. N/A
 - h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

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IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT/CITY OF MESQUITE

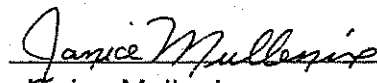
By: 
(Signature)

Title: City Manager

Date: 12/2/03

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: 
Janice Mullenix
Director of Contract Services Section
Office of General Counsel

Date: Texas Department of Transportation
1.7.04

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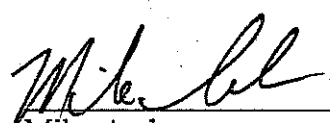
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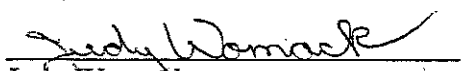
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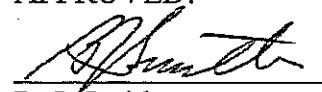
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Mike Anderson
Mayor

ATTEST:


Judy Womack
City Secretary

APPROVED:


B. J. Smith
City Attorney

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**ATTACHMENT B
 Project Budget Estimate and Source Of Funds**

The Local Government will participate in the cost of this project which will allow the agencies to share Intelligent Transportation System information such as video, incident and construction data with TxDOT and with other cities or agencies in the regional ITS network. Each participating agency will be responsible for a fixed amount of \$15,000 for the Interagency Communication Network to be submitted to TxDOT upon execution of this agreement. This local government funding participation in this project will provide for labor, equipment, materials, engineering and contingencies. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
INTERCITY COMMUNICATION NETWORK CONSTRUCTION COSTS							
ATM equipment	\$149,150.00	64%	\$95,456.00	16%	\$23,864.00	20%	\$29,830.00
Video equipment	\$291,350.00	64%	\$186,464.00	16%	\$46,616.00	20%	\$58,270.00
Labor	\$37,000.00	64%	\$23,680.00	16%	\$5,920.00	20%	\$7,400.00
ATM support	\$22,375.00	64%	\$14,320.00	16%	\$3,580.00	20%	\$4,475.00
Subtotal	\$499,875.00	64%	\$319,920.00	16%	\$79,980.00	20%	\$99,975.00
Engineering & Contingencies (E&C) (Estimated @2.0% of project costs)	\$9,997.50	64%	\$6,398.40	16%	\$1,599.60	20%	\$1,999.50
Total	\$509,872.50	64%	\$326,318.40	16%	\$81,579.60	20%	\$101,974.50

Local participation shall be divided by the following agencies:

- City of Garland
- City of Mesquite
- City of Farmers Branch
- City of Carrollton
- City of Irving
- Dallas Area Rapid Transit
- North Texas Tollway Authority

Local Government Participation (fixed price)- intercity \$15,000.00

It is understood that the proposed improvements will be done by the State. The Local Government will transmit to the State the executed agreement and a warrant or check in the amount of \$15,000.00 made payable to the "Texas Department of Transportation" to be used solely for the cost of improvements as shown.