

INTERLOCAL COOPERATION AGREEMENT
between
THE CITY OF PLANO
and
DALLAS AREA RAPID TRANSIT (DART)
and
THE LEGACY AREA TRANSPORTATION MANAGEMENT ASSOCIATION (LATMA)
to
EXECUTE A FUNDING AGREEMENT WITH THE CITY OF PLANO FOR THE LEGACY
AREA TRANSPORTATION MANAGEMENT ASSOCIATION MOBILITY STUDY

WHEREAS, the Legacy Area Transportation Management Association (LATMA) was created in 2018 for the purpose of promoting public transportation and other mobility services for Northwest Plano's Legacy business district; and

WHEREAS, the LATMA has received approval from the North Central Texas Council of Governments (NCTCOG) to receive federal funding to support TMA services; and

WHEREAS, it is in DART's interest to financially support the LATMA and assist with access to federal funds to promote public transportation services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the City of Plano and DART to enter into this agreement for the provision of governmental functions and services of mutual interest; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Parties

This Interlocal Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Plano, hereinafter referred to as "CITY," the Legacy Area Transportation Management Association, hereinafter referred to as "LATMA," and the Dallas Area Rapid Transit hereinafter referred to as "DART." CITY and DART may each be referred to as a "Party" and may be collectively referred to as "Parties" to this Agreement.

2. Purpose

This Agreement defines the terms and conditions for the implementation of the Legacy Mobility Study described in the Project Description provided in Exhibit A.

3. CITY Duties

- 3.1 CITY or CITY's consultant will perform the tasks identified in attached Project Description which are known as the "Final Deliverables."
- 3.2 CITY will designate a Project Manager to work directly with DART and any DART consultant to complete the project.
- 3.3 The CITY Project Manager will oversee the Project, including review and approval of invoices, payment of invoices on a reimbursement basis, and progress reports, and coordinate with the CITY Project Review Committee regarding meetings, schedules, deliverables, and other key project milestones and events.

Progress reports will be provided to DART by the CITY for Task 1 as needed. Communication with any consultant will be coordinated through the CITY Project Manager.

- 3.4 After execution, any modification to the Project Description or addition of Final Deliverables that increases the cost of the consultant contract shall be deemed as cost overruns and must be agreed upon in writing in advance by DART and the CITY. Mutually agreed upon cost overruns shall be split equally among the CITY and LATMA, as agreed upon in writing prior to incurring the cost. DART is not committed to any funding for any recommended improvements.
- 3.5 The Project Description and other required Project deliverables may be modified in writing, if signed by the Parties.

4. DART Duties

- 4.1 DART will designate a Project Manager to work directly with the CITY to coordinate as needed. DART Project Manager will participate in the Project Review Committee and work directly with the CITY Project Manager to coordinate as needed on project work status.
- 4.2 DART will serve as the Contract Manager and Procurement Administrator for this Project. DART has issued a Request for Proposal, specifically for the Legacy Mobility Study, described in the attached Project Description.

5. Funding

- 5.1 The total project costs for the Legacy Mobility Study is \$164,000. LATMA will contribute \$95,000, the CITY will contribute \$50,000, and DART will contribute \$19,000.
- 5.2 CITY shall provide a check payable to DART for LATMA and CITY's contribution, after CITY receives payment from LATMA. DART shall issue a Notice to Proceed to the selected consultant. Any interest earned on these funds will be retained by DART.
- 5.3 Cost overruns approved by CITY and LATMA and DART as set forth above in Section 3.4 shall be paid prior to such costs being incurred.

6. Term

- 6.1 This Agreement shall take effect on the date fully executed by the Parties and shall remain in effect until Final Deliverables are provided to DART and all approved invoices are paid, unless terminated earlier in accordance with Section 6.2 below.
- 6.2 Any Party may terminate this Agreement by giving a thirty (30) day written notice to the other Parties. In the event of termination by the CITY, CITY and LATMA, proportionately with their original contribution, shall provide DART a prompt and full refund less than the prorated value of the Final Deliverables received by DART for Task 1 in Exhibit A. No other Final Deliverables shall be valued for the purpose of the DART reimbursement calculation. For clarification, DART shall receive a full refund if Final Deliverables related to Task 1 are not received by DART. Any refund to DART that is for less than its full shall be prorated based upon Task 1 Deliverables.

7. Miscellaneous

- 7.1 NOTICE: Any notice required shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, in a postage paid envelope

addressed to the Party at the address listed below:

If to DART: Dallas Area Rapid Transit
1401 Pacific Avenue
Dallas, Texas 75202

If to the CITY: Engineering Department
1520 K Avenue, Suite 250
Plano, Texas 75074
Attn: Brian Shewski

Or Other person or address as may be given in writing by either Party to the other in accordance with this Section.

- 7.2 SEVERABILITY: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 7.3 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 7.4 GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
- 7.5 VENUE: The venue of any suit brought for any breach of this Agreement is fixed in any court of competent jurisdiction of Dallas County, Texas.
- 7.6 ENTIRETY AND AMENDMENTS: This Agreement embodies the entire Agreement between the Parties and supersedes all prior agreement and understandings, if any, relating to the matters addressed herein, and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.
- 7.7 RECITALS: The recitals to this Agreement are incorporated herein.
- 7.8 ASSIGNMENT: This Agreement shall not be assigned or rights transferred.
- 7.9 COMPLIANCE WITH LAW: Each Party is responsible for complying with any additional or varying laws and regulations.
- 7.10 PARTIES BOUND: This Agreement shall be binding upon and insure to the benefit of the executing Parties and their respective successors and approved assigns.
- 7.11 NUMBER AND GENDER: Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- 7.12 LIABILITY: To the extent allowed by law, each Party hereto shall be liable for the acts and deeds of its own employees and contractors. Neither Party shall be deemed to have waived herein any defenses available to such Party under Texas or other applicable laws, including, without limitation, governmental immunity and limits on and defenses to tort claims.

- 7.13 CONSTRUCTION AND DRAFTING: The paragraph headings in this Agreement are intended for convenience only and shall not be taken into consideration in the construction or interpretation of this Agreement.
- 7.14 EXHIBITS AND ATTACHMENTS: The exhibits attached to this Agreement are incorporated by reference as if written word for word herein. In the event of conflict between the exhibits and this Agreement, the terms of this Agreement shall prevail.

LEGACY TRANSPORTATION MANAGEMENT ASSOCIATION

By: _____

President

Date:

DALLAS AREA RAPID TRANSIT

By: _____

Nadine Lee
President & Chief Executive Officer

Date:

Approved as to form:

By: _____

Gene Gamez, General Counsel

Date:

CITY OF PLANO, TEXAS, a Texas home-rule municipal corporation

By: _____

Mark D. Israelson, City Manager

Date:

Approved as to form:

By: _____

Paige Mims, City Attorney

Date:

EXHIBIT A STATEMENT OF WORK

1. Statement of Work

Task 1: Parking Mobility and Curb Management Evaluation

- Parking garage inventory at 30 parking garages in the "core" area
 - Inventories are to be developed with data from businesses and property managers, no on-site collection
- Parking garage inventory at 45 parking garages outside of the "core" area
 - Inventories are to be developed with data from businesses and property managers, no on-site collection
- Inventory of curbside regulations to designate the curbside regulations on each block and on-street curbside utilization data
- High level utilization assessment at select parking garages (up to 20)
- Origin/Destination Analysis for major destinations
 - Conduct a high-level origin and destination review (Major Trip Generators) of traffic flows, observable hotspots, and observable major origin and destinations.
- Develop key candidate corridors for walking, scooters, shuttles, ride apps, placemaking, etc. and existing infrastructure limits. Provide a high level review of how the existing infrastructure limits appropriate modes for each candidate corridor
- Recommendations for regulatory, policy, and infrastructure changes for micro mobility parking, pickup/drop off space for TNC, valet services, metrics for monitoring and evaluation, guidance on developing public-private legal agreements
- Review benefits and drawbacks of policy change
- Develop a fee structure for curbside users, TNCs, micro mobility, parklets, commercial delivery
- Review state and local regulations for fee implementation and note any issues

Task 2: Local Circulator Shuttle Analysis

- A review of the existing GoLink shuttle service ridership data, origin and destinations, technology, and operating/capital costs
- A review of nearby Autonomous shuttle operations, such as in Arlington, TX to identify potential connections and lessons learned
- A cursory review of potential origin and destinations based on various business, restaurant, retail, transit, and residential sites and discussions with the LATMA Board, stakeholders, online survey findings, and data from the GoLink service operated by DART
- A review of the costs and benefits (including ridership, safety, connections to other local service, technology available, funding, and implementation challenges) of various service delivery models, including the existing GoLink service, a conventional shuttle, an alternative fuel (electric, CNG, or hybrid) shuttle, and autonomous shuttle
- A review of various vehicle sizes (buses, small shuttle, passenger vehicles)
- Potential ridership adjustments due to COVID-19
- This information will be complemented by a review of current land use, street connectivity, and development conditions, and information as provided in previous tasks to identify mobility needs, trip generators, and travel patterns, and any other information that can help to evaluate potential demand for local transit services
- The product of this task will be a set of service routes, service parameters (such as hours of operation and frequency of operation), service delivery models, and associated rider projections to model ridership scenarios for a variety of shuttle service scenarios and select the preferred option for implementation and cost

- Identify funding and financing opportunities and sources including:
 - Traditional funding sources such as tax revenues
 - Farebox revenue, with an analysis of various fare scenarios
 - Upfront and long-term grants or another program that can fund shuttle service
 - Analysis of partner organizations who may have an interest in sponsoring the service, contribute to operational cost, or buy rides in bulk

Task 3: EV Charging Stations Analysis

- Analysis of the impacts of interconnecting the proposed EV charging stations to the Oncor distribution system
 - Use available planning models (CYME) and documentation to simulate the interconnection of the electric vehicle charging stations and if necessary, suggest impact mitigation projects to address the identified constraints.
- Conduct a microgrid analysis which could include recommendations for deployment and interconnections
 - Develop a computer model of the proposed system configuration to confirm the necessary short circuit mitigation strategy and determine system response and coordination in island-mode operation
 - Analyze proper protection at the interface with the utility grid
- Provide recommendations for appropriate levels of charging infrastructure including type, size, location, and capabilities
 - Identify policy implementations that could encourage property owners to meet the electric charging station guidelines (i.e., incentive/disincentive behaviors and open-source programming language)
 - Coordinate with project partners to perform feasibility evaluations of their property for existing electrical capacity and required upgrades for electric vehicle charging sites.
 - Includes initial site due diligence, concept site arrangements, systems manufacturer specification review and engineering estimates of probable costs as well as an evaluation of options for solar PV system integration
 - Work with key stakeholders to evaluate future needs and flexibility for potential charging of electric shuttles or transit vehicles to provide a seamless integration with regional transportation networks, agencies and TNCs

Task 4: Dockless Scooter Implementation

- Review dockless vehicle pilots and programs including policies, regulations, privacy requirements and issues, management, operations, fees, budget impacts, technology, tracking, and auditing procedures in two comparable areas approved by the City/LATMA to learn and apply the lessons from the experiences and best practices. Make its best efforts to communicate with and interview staff for each of the selected cities and campuses. Following this review, a draft memorandum summarizing findings will be provided
- Based on land use and mobility plans and goals and LATMA, stakeholder, and City input, propose overall goals that will define the dockless vehicle program
- Review existing city policies related to micro mobility and outline necessary policy changes for implementation within Legacy and citywide
- Define program parameters based on findings from previous tasks, LATMA and stakeholder input, City expectations, and lessons learned from comparable programs, which may include:
 - Limits and restrictions on the number of operators or number of vehicles
 - Service area
 - Fees and revenue sharing
 - Data sharing requirements and agreements
 - Privacy protection requirements and agreements

- Insurance and inspections
- Permits
- Safety requirements
- Coordination between a program for Legacy and a citywide program
- Draft proposed regulations, ordinances, and policies for dockless scooter deployment, operations, and management. This includes fee structures, requirements for data sharing, and privacy requirements
 - Draft operators permit application
 - Draft data sharing and privacy protection agreement between the operator and the City/LATMA Board to be completed and signed by the applicant as part of the RFP package
 - Identify areas for scooter parking, riding, and curb management as well as areas that are not suitable for scooters, building on findings from previous tasks. Work with LATMA and the City to coordinate scooter parking in private garages and draft agreements for shared space
 - Anticipate pitfalls with scooter deployment and propose alternatives
 - Evaluate how the scooter program for Legacy could be implemented citywide and any necessary changes for citywide implementation, including the potential for a joint program

Task 5: Project Management, Meeting, & Presentations

- Project management meetings (assumes 10 meetings, including meeting agendas and follow up)
- Meetings with LATMA Board (assumes 4 meetings 1 kick-off, 2 status updates, 1 final, assumes virtual meetings)
- Presentations to City Manager or Council