Project Specific Agreement [Road & Bridge District #1]
Re: Repair, maintenance and improvement of designated blocks of Type “B”
Public Roadway – Made Pursuant to Dallas County’s Master Road & Bridge
Interlocal Maintenance Agreement with the City of Dallas, Texas

Briefing Date: Jun 2 2020
Funding Source: N/A
Originating Department: Public Works
Prepared by: Jurmerline Randle, Foreclosed Property Specialist
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:
This Project Specific Agreement (PSA) is supplemental to the Master Interlocal Agreement between County of Dallas, Texas, (County) and the City of Dallas, Texas (City), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated “Type B” public roadway as more fully set forth and described in Attachments “A” and “B,” incorporated herein by reference (Project).

City now desires County to provide partial funding for such a duly qualified project consisting of repair, maintenance and improvement of various Type “B” public roadway situated in the City, as more fully described on Attachments “A” and “B.”

OPERATIONAL IMPACT:
N/A

FINANCIAL IMPACT:
County and City mutually agree that the initial and anticipated cost of this Project is approximately $3,333,330.00 as set forth in Attachment “A.” City shall be responsible to pay $1,666,665.00. City shall be totally responsible for the construction and maintenance of said Project. County shall only be responsible to City for a financial contribution, in the form of reimbursements, for an amount not to exceed $1,666,665.00, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

LEGAL IMPACT:
The District Attorney’s Office, Civil Division, has reviewed the contents and the PSA has been approved as to form.

PROJECT SCHEDULE:
N/A
SBE PARTICIPATION:
N/A

ADMINISTRATIVE PLAN COMPLIANCE:
This collaboration between County and City is consistent with Dallas County’s Administrative Plan in that Dallas County is a proactive regional partner which fosters partnerships between County and local cities therein on local transportation projects.

RECOMMENDATION:
Authorize the County Judge to execute the attached Project Specific Agreement (PSA) between Dallas County and the City of Dallas, Texas, Road & Bridge District #1, pertaining to repair, maintenance and improvement various Type “B” public roadway situated in the City. County and City mutually agree that the initial and anticipated cost of this Project is approximately $3,333,330.00. City shall be responsible to pay $1,666,665.00. City shall be totally responsible for the construction and maintenance of said Project. County shall only be responsible to City for a financial contribution, in the form of reimbursements, for an amount not to exceed $1,666,665.00, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the attached Project Specific Agreement (PSA) between Dallas County and the City of Dallas, Texas, Road & Bridge District #1, pertaining to repair, maintenance and improvement various Type “B” public roadway situated in the City. County and City mutually agree that the initial and anticipated cost of this Project is approximately $3,333,330.00. City shall be responsible to pay $1,666,665.00. City shall be totally responsible for the construction and maintenance of said Project. County shall only be responsible to City for a financial contribution, in the form of reimbursements, for an amount not to exceed $1,666,665.00, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

CONTRACT DETAILS:

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ATTACHMENTS:
Contract-City of Dallas R&B PSA-Type B-5.20.2020
PROJECT SPECIFIC AGREEMENT
RE: VARIOUS ROADS, “TYPE B” PUBLIC ROADWAY -- MADE PURSUANT TO
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT
BETWEEN DALLAS COUNTY, TEXAS AND CITY OF DALLAS, TEXAS

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master
Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and
the City of Dallas, Texas (hereinafter “City”), acting by and through their duly authorized
representatives and officials, for the purpose of transportation-related maintenance, repairs and
improvements to be undertaken on public roadway in the City, as more fully set forth and described
in Attachments “A” and “B”, which are attached hereto and incorporated herein by reference
(“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of
the Texas Transportation Code provide authorization for local governments to contract amongst
themselves for the performance of governmental functions and services; and

WHEREAS, on or about February 6, 2018, County and City entered into a Master
Interlocal Agreement (hereinafter “Master Agreement”), whereby County agreed to provide partial
funding for such duly qualified “Type B” road and bridge maintenance projects, said projects
situated within the territorial limits and jurisdiction of the City, and

WHEREAS, City now desires County to provide partial funding for such a duly qualified
project consisting of repairs, maintenance and improvements of designated blocks of enumerated
public roadway situated in the City of Dallas, Texas, as more fully described in Attachment “A”.

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the
mutual consideration stated herein.

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master
Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto,
and is additional and supplemental to the Master Agreement, and all amendments and supplements
thereto, which are incorporated herein. All terms of the Master Agreement remain in full force
and effect, except as modified herein. In the event of any conflict between the Master Agreement
and this PSA, this PSA shall control.

Article II
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for
number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2018-0171 dated
February 6, 2018, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), which is attached hereto and incorporated herein by reference, and

Article III
Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV
Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repairs, maintenance, and improvements on duly qualified “Type B” public roadway within the City of Dallas, Texas. The Project shall consist of repairs, maintenance, and improvements of various roads in the City of Dallas, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”, which are attached hereto and incorporated herein. The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County regarding this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City regarding this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole
or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

**Article VI**

**Agreements**

I. **City’s Responsibilities:**
   1. City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed maintenance, repairs, and improvements of the Project; (b) locating all manholes, water valves, and other utilities within the Project; (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location; (f) funding the purchase of all materials necessary to perform the Project construction; (g) managing construction of the Project; (h) receiving and processing all payments due contractors the City hires to work on the Project; (i) contracting through formal bidding procedures to acquire the services of contractors; and (j) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
   2. City shall further be responsible for maintaining the Project sites once the Project is completed.

II. **County Responsibilities:**
   1. County shall reimburse City for proportionate Project costs, as more fully set forth in Section III. below.
   2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this PSA, including but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for audit at any time upon request. The results of any audit shall be furnished to the City for comment.

III. **Funding:**
    County and City mutually agree that the initial and anticipated Project cost is approximately $3,333,330.00 as set forth in Attachment “A”. The parties hereto further agree that City shall be responsible to pay $1,666,665.00. The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project.
The parties hereto also further agree that County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed $1,666,665.00, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project cost.

City and County further agree as follows:
1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.

2. City shall submit invoices to County, which invoices shall provide complete information and documentation to substantiate City’s charges. County’s acceptances of City’s invoices are contingent upon City’s compliance with County’s invoicing procedures. County may withhold any disputed amounts until such time as the underlying dispute is resolved to County’s satisfaction, but shall pay all undisputed amounts timely.

Article VII
Miscellaneous:

I. Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any sovereign or governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

III. Applicable Law. This PSA is and shall be expressly subject to the County’s and City’s sovereign immunity and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. Notice. All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:
COUNTY:
Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner Dr. Theresa Daniel
Road & Bridge District #1
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:
Director of Public Works
City of Dallas
320 E. Jefferson, Ste. 321
Dallas, Texas 75203

Either party may change its address for notice by giving the other party notice thereof.

V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. Binding Agreement: Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Dallas.

XII. Effective Date. The PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

XIII. No Joint Enterprise/Venture. The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents.
servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of Dallas, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution 20-0158-Minutes, dated the 25 day of March 2020.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number and passed on the day of , 2020

Executed this the 1st day of April, 2020. 

CITY OF DALLAS: 
T.C. BROADNAX 
City Manager

By: Assistant City Manager 

COUNTY OF DALLAS: 
CLAY LEWIS JENKINS 
COUNTY JUDGE

APPROVED AS TO FORM: 
CHRISTOPHER J. CASO 
Interim City Attorney

By: Assistant City Attorney 

APPROVED AS TO FORM:* 
JOHN CREUZOT 
DISTRICT ATTORNEY 

By: Jana Prigmore Ferguson 
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

PSA City of Dallas ("Type B") (2020)
## Attachment "A"

### Supersegregations that are Dallas County Type B Roads

**On the Current FY 2020 City of Dallas Maintenance Plan**

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**Contingency**  $40,000.00
**Total Project Costs**  $3,333,330.00

Dallas County Share  $1,666,665.00
City of Dallas Share  $1,666,665.00
**Total Project Costs**  $3,333,330.00
WHEREAS, on December 13, 2017, City Council authorized a Master Interlocal Agreement with Dallas County pertaining to the coordination of responsibilities for transportation-related maintenance on roadways and bridges within the city of Dallas, by Resolution No. 17-1892; and

WHEREAS, the City of Dallas is the lead agency for administering the repair, maintenance, and improvements of Royal Lane from Hillcrest Road to St. Judes Drive; and

WHEREAS, on November 14, 2018, City Council authorized a Project Specific Agreement with Dallas County for funding participation in the repair, maintenance, and improvements of Royal Lane from Hillcrest Road to St. Judes Drive by Resolution No. 18-1590; and

WHEREAS, the City of Dallas is the lead agency for administering the repair, maintenance, and improvements of Abrams Road, Greenville Avenue, Jim Miller Road, and Prairie Creek Road; and

WHEREAS, it is now necessary to authorize a Project Specific Agreement with Dallas County for funding participation of transportation-related maintenance, repairs and improvements of Abrams Road, Greenville Avenue, Jim Miller Road and Prairie Creek Road, and the receipt and deposit of payment from Dallas County, in an amount not to exceed $1,666,665.00 for Dallas County's share of the project costs.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute a Project Specific Agreement with Dallas County, approved as to form by the City Attorney, for funding participation transportation-related maintenance, repairs and improvements of Abrams Road, Greenville Avenue, Jim Miller Road and Prairie Creek Road, in an amount not to exceed $1,666,665.00 for Dallas County's share of the project costs.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed $1,666,665.00 from Dallas County in the General Fund, Fund 0001, Department PBW, Unit 3008, Revenue Code 6499.

SECTION 3. That in accordance with provisions of the Project Specific Agreement with Dallas County, the Chief Financial Officer is hereby authorized to return any unused funds and interest earned on the funds upon completion of this project to Dallas County.
SECTION 4. That this contract is designated as Contract No. PBW-2020-00012742.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.