

RESOLUTION NO. 41-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE A PROJECT SPECIFIC AGREEMENT AMENDING THE MASTER INTERLOCAL AGREEMENT WITH DALLAS COUNTY PERTAINING TO ROAD AND BRIDGE TRANSPORTATION RELATED MAINTENANCE, REPAIRS, AND IMPROVEMENTS TO BE PERFORMED ON MOTLEY DRIVE (SOUTH OF OATES DRIVE TO NORTH OF INTERSTATE HIGHWAY 30) WITHIN THE CITY OF MESQUITE.

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code, Article 251, provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

WHEREAS, on or about April 18, 2023, Dallas County (the “**County**”) and the City of Mesquite (the “**City**”) entered into a Master Interlocal Agreement (“**Agreement**”) whereby the County agreed to provide partial funding for such duly qualified “Type B” roadway projects within the territorial limits and jurisdiction of the City; and

WHEREAS, the City now desires the County to provide partial funding for the approved project for 2023 related to the transportation-related maintenance, repairs, and improvements to be performed on Motley Drive (south of Oates Drive to north of Interstate Highway 30); and

WHEREAS, the City will be responsible to pay \$823,000.00 which includes an estimated \$100,000.00 of additional improvements such as sidewalk, alley approaches, median pavement, etc.; and

WHEREAS, the County portion will be \$723,000.00, not to exceed 50 percent of the actual qualified project cost for work performed on Motley Drive (south of Oates Drive to north of Interstate Highway 30).

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 finalize and execute the Project Specific Agreement (“**PSA**”) to the Master Road and Bridge Interlocal Maintenance Agreement with Dallas County, attached hereto as Exhibit 1 and incorporated herein by reference, for the purpose of transportation-related maintenance, repairs, and improvements to be performed on Motley Drive (south of Oates Drive to north of Interstate Highway 30) in the City with a City project funding commitment in the amount of \$823,000.00.

Public Works / PSA w-County / Partial Funding – Type B Roadway Projects / Motley Drive  
September 5, 2023  
Page 2 of 2

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 5th day of  
September 2023.

DocuSigned by:

*Daniel Aleman Jr.*

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Daniel Alemán, Jr.  
Mayor

ATTEST:

DocuSigned by:

*Sonja Land*

C2518095973F46A...

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Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:

DocuSigned by:

*David Paschall*

666E18891208434...

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David L. Paschall  
Interim City Attorney



Dallas County  
**BRIEFING / COURT ORDER**  
Commissioners Court - Oct 17 2023

- Resolution
- Solicitation/Contract
- Executive Session
- Addendum

**Project Specific Agreement**  
**Re: Motley Drive, Type "B" Public Roadway – Made Pursuant**  
**to Master Road & Bridge Interlocal Maintenance Agreement between**  
**Dallas County, Texas and City of Mesquite, Texas**  
**Road & Bridge District #1**

**Briefing Date:** Oct 17 2023  
**Funding Source:** Fund 105.2510  
**Originating Department:** Public Works  
**Prepared by:** Belinda Hayward, Contracts Support Assistant  
**Recommended by:** Alberta Blair, Director of Public Works

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**BACKGROUND INFORMATION:**

This Project Specific Agreement (PSA) is supplemental to the Master Interlocal Agreement between County of Dallas, Texas, (County) and the City of Mesquite, Texas (City), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance 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 maintenance, repairs, and improvements of designated blocks of enumerated 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 Project cost is approximately One Million, Five Hundred Forty-Six Thousand Dollars and Zero Cents (\$1,546,000.00), as set forth in Attachment "A." The parties hereto further agree that City shall be responsible to pay Eight Hundred Twenty-Three Thousand Dollars and Zero Cents (\$823,000.00). The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project.

The parties hereto further agree that County shall only be responsible to City for a contribution in the form of reimbursements, of an amount not to exceed Seven Hundred Twenty-Three Thousand Dollars and Zero Cents (\$723,000.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost and will be paid from Fund 105.2510.

**LEGAL IMPACT:**

Dallas County District Attorney's office, Civil Section, has reviewed the attached Project Specific Agreement and approved it as to form.

**PROJECT SCHEDULE:**

N/A

**SBE PARTICIPATION:**

N/A

**MISSION, VISION, VALUE COMPLIANCE:**

Dallas County partners with cities to implement transportation projects, which is consistent with Dallas County's Mission, Vision, Value Compliance in that Dallas County is a proactive regional partner, Dallas County is the destination of choice for businesses and residents, and improves people's lives.

**RECOMMENDATION:**

Authorize the County Judge to execute the attached Project Specific Agreement between Dallas County and the City of Mesquite, Texas, Road & Bridge District #1, pertaining to "Type B" transportation-related maintenance to be undertaken in certain designated blocks of enumerated public roadway situated within the territorial limits of the City of Mesquite, Texas. County and City mutually agree that the initial and anticipated Project cost is approximately One Million, Five Hundred Forty-Six Thousand Dollars and Zero Cents (\$1,546,000.00). The City shall be responsible to pay Eight Hundred Twenty-Three Thousand Dollars and Zero Cents (\$823,000.00) and shall be totally responsible for the construction and maintenance of said Project. The parties further agree that County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed Seven Hundred Twenty-Three Thousand Dollars and Zero Cents (\$723,000.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost and will be paid from Fund 105.2510.

**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 between Dallas County and the City of Mesquite, Texas, Road & Bridge District #1, pertaining to "Type B" transportation-related maintenance to be undertaken in certain designated blocks of enumerated public roadway situated within the territorial limits of the City of Mesquite, Texas. County and City mutually agree that the initial and anticipated Project cost is approximately One Million, Five Hundred Forty-Six Thousand Dollars and Zero Cents (\$1,546,000.00). The City shall be responsible to pay Eight Hundred Twenty-Three Thousand Dollars and Zero Cents (\$823,000.00) and shall be totally responsible for the construction and maintenance of said Project. The parties further agree that County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed Seven Hundred Twenty-Three Thousand Dollars and Zero Cents (\$723,000.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost and will be paid from Fund 105.2510.**

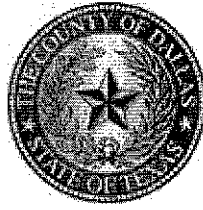
**CONTRACT DETAILS:**

**Contract Title:**

**Description:**  
**Transaction Type:**  
**Contract Number:**  
**Start Date:**  
**Vendor:**

**Total Cost:**  
**Expiration Date:**

**ATTACHMENTS:**  
[Mesquite RB PSA](#)



## **COURT ORDER 2023-1216**

**Project Specific Agreement  
Re: Motley Drive, Type "B" Public Roadway – Made Pursuant  
to Master Road & Bridge Interlocal Maintenance Agreement between  
Dallas County, Texas and City of Mesquite, Texas  
Road & Bridge District #1**

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner Andrew Sommerman, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: October 17, 2023  
FUNDING SOURCE: Fund 105.2510

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the attached Project Specific Agreement between Dallas County and the City of Mesquite, Texas, Road & Bridge District #1, pertaining to "Type B" transportation-related maintenance to be undertaken in certain designated blocks of enumerated public roadway situated within the territorial limits of the City of Mesquite, Texas. County and City mutually agree that the initial and anticipated Project cost is approximately One Million, Five Hundred Forty-Six Thousand Dollars and Zero Cents (\$1,546,000.00). The City shall be responsible to pay Eight Hundred Twenty-Three Thousand Dollars and Zero Cents (\$823,000.00) and shall be totally responsible for the construction and maintenance of said Project. The parties further agree that County shall only be responsible to City for a contribution, in the form of reimbursements, of an amount not to exceed Seven Hundred Twenty-Three Thousand Dollars and Zero Cents (\$723,000.00), which amount shall not exceed Fifty Percent (50%) of the actual Project cost and will be paid from Fund 105.2510.

Done in open Court October 17, 2023 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner John Wiley Price, Commissioner Dr. Elba Garcia, and Commissioner Andrew Sommerman

OPPOSED: None

**PROJECT SPECIFIC AGREEMENT  
RE: TYPE B PUBLIC ROADWAY MADE  
PURSUANT TO ROAD & BRIDGE MASTER  
INTERLOCAL AGREEMENT BETWEEN  
DALLAS COUNTY, TEXAS AND THE CITY OF MESQUITE, 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 Mesquite, 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 performed on Motley Drive in the City of Mesquite, Texas, as more fully set forth and described in Attachment "A" ("Project").

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

**WHEREAS**, on or about April 18, 2023, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B" roadway projects, which are 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 Mesquite, Texas, as more fully described in Attachments "A" and "B."

**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 2023-0485, dated April 18, 2023, and additions thereto are incorporated herein;

2. The Cost Estimate, which is attached and incorporated herein by reference as Attachment "A"; and
3. Location Map, which is attached and incorporated herein by reference as Attachment "B."

### **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 the purpose of jointly identifying and funding repair, maintenance, and improvements on duly qualified "Type B" public roadway within the City of Mesquite, Texas. The Project shall consist of maintenance, repairs, and improvements of Motley Drive in the City of Mesquite, Texas, within Dallas County Commissioner's District 1 (hereinafter "Project"), and as more fully described in Attachment "A," which is attached hereto and incorporated herein by reference. 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 the 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 of Dallas as regards 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 as regards 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. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed maintenance, repairs, improvements, or reconstruction 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.
3. City shall be in compliance with the Manual on Uniform Traffic Control Devices ("MUTCD") standards in ensuring safety during operations as outlined in the scope of work in Attachment "A."

**II. County Responsibilities:**

1. County shall reimburse the 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 termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to the City for comment.

**III. Funding:**

1. County and City mutually agree that the initial and anticipated Project cost is approximately One Million, Five Hundred Forty-Six Thousand Dollars and no cents (\$1,546,000.00), as set forth in Attachment "A". County and City mutually

agree that City shall be responsible to pay a total of Eight Hundred Twenty-Three Thousand Dollars and no cents (\$823,000.00) for its portion of the Type "B" roadwork. County shall only be responsible to the City for a financial contribution, in the form of reimbursements, of an amount not to exceed Seven Hundred Twenty-Three Thousand Dollars and no cents (\$723,000.00) which amount shall not exceed Fifty Percent (50%) of the actual Project cost to be paid from Fund 105.2510.

2. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and

City and County further agree as follows:

3. Should the final actual 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.
4. 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 the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely.
5. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.

## 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 Agreement, without waiving any 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  
500 Elm Street, Suite 5300  
Dallas, Texas 75202

**and**

Commissioner Dr. Theresa Daniel  
Dallas County Commissioner, District #1  
500 Elm Street, Suite 7100  
Dallas, Texas 75202

**CITY:**

City Manager  
City of Mesquite, Texas  
Cliff Keheley  
1515 N. Galloway Ave.  
Mesquite, Texas 75149

Either party may change its address for notice by giving the other party written 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. Effective Date. The Contract shall commence on the Effective Date. The Effective Date of this Contract shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

XII. 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 Contract. No joint enterprise/venture exists between the parties.

XIII. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City of Mesquite, Texas.

) *(the remainder of this page is intentionally blank)*

) *(signatures appear on the following page)*

The City of Mesquite, State of Texas, has executed this PSA pursuant to duly authorized City Council Action on September 5, 2023.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number 2023-1216 and passed on the 17 day of October, 2023.

Executed this the 18 day of September, 2023.

Executed this the 17 day of October, 2023.

**CITY OF MESQUITE:**

  
\_\_\_\_\_  
CLIFF KEHELEY  
CITY MANAGER

**COUNTY OF DALLAS:**

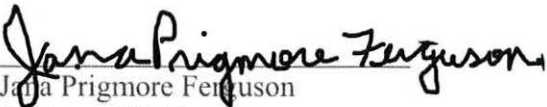
  
\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**


  
\_\_\_\_\_  
DONJA LAND  
CITY SECRETARY

**APPROVED AS TO FORM\*:**

JOHN CREUZOT  
DISTRICT ATTORNEY

  
\_\_\_\_\_  
Jana Prigmore Ferguson  
Assistant District Attorney

**APPROVED AS TO FORM:  
CITY OF MESQUITE**

  
\_\_\_\_\_  
City 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).

# ATTACHMENT "A"

## Dallas County Road and Bridge Maintenance Program Project Specific Agreement

### COST ESTIMATES & FUNDING SOURCES

**PROJECT NAME: Motley Drive (south of Oates Drive to north of IH 30)**

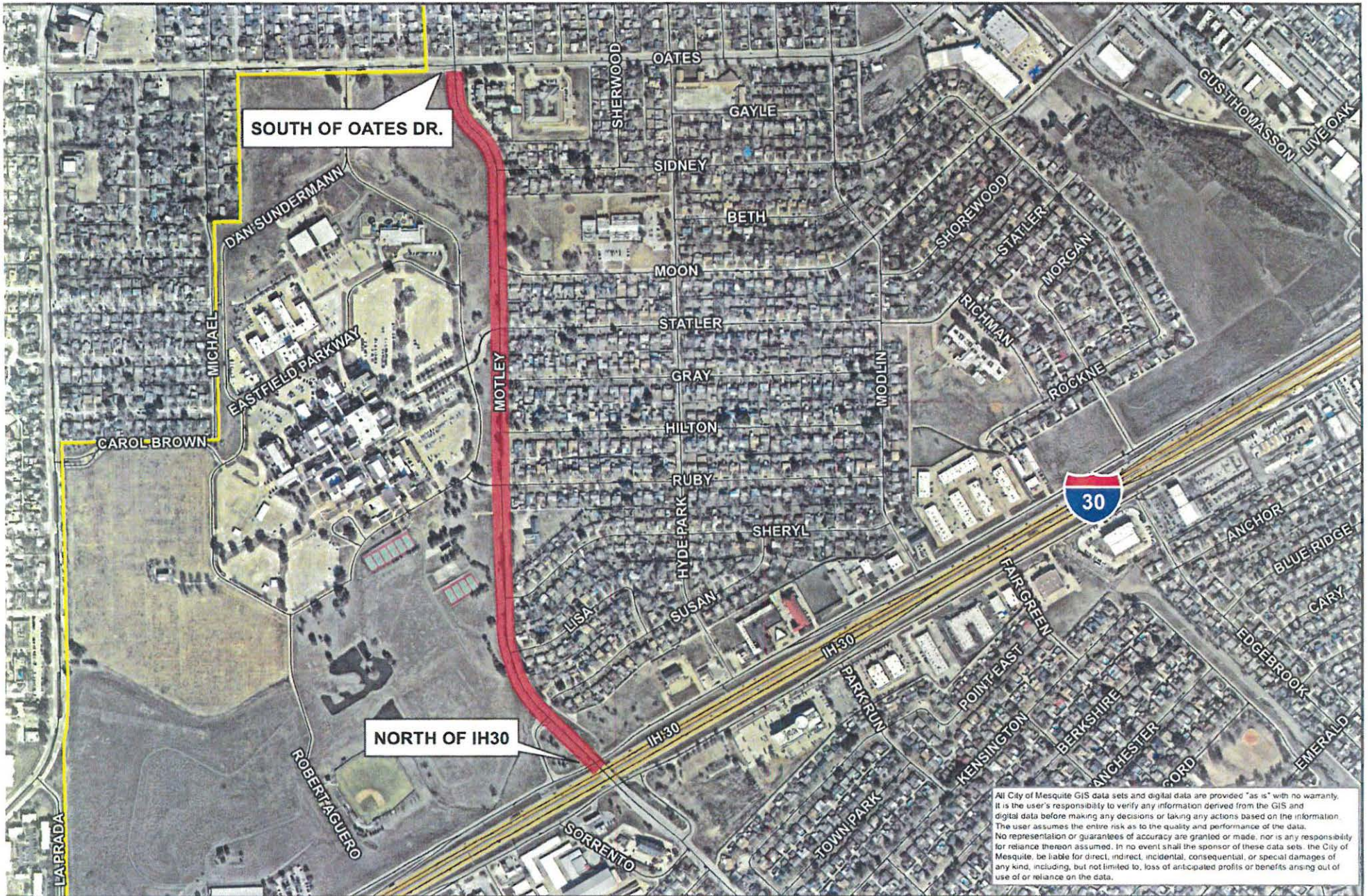
#### **ESTIMATED PROJECT COST**

MILLING EXISTING ASPHALT	\$98,000
REMOVE & REPLACE 8" CONC. PVMT.	\$855,000
6" MONOLITHIC CURB	\$50,000
REMOVE & REPLACE 24" CURB & GUTTER	\$3,000
1.5" HMAC TYPE D OVERLAY	\$440,000
MISC. CITY ITEMS	\$100,000
<b>TOTAL</b>	<b>\$1,546,000</b>

#### **FUNDING SOURCES**

DALLAS COUNTY	\$723,000
CITY OF MESQUITE	\$823,000
<b>TOTAL</b>	<b>\$1,546,000</b>

# Motley Drive- Oates Drive to IH 30



All City of Mesquite GIS data sets and digital data are provided "as is" with no warranty. It is the user's responsibility to verify any information derived from the GIS and digital data before making any decisions or taking any actions based on the information. The user assumes the entire risk as to the quality and performance of the data. No representation or guarantees of accuracy are granted or made, nor is any responsibility for reliance thereon assumed. In no event shall the sponsor of these data sets, the City of Mesquite, be liable for direct, indirect, incidental, consequential, or special damages of any kind, including, but not limited to, loss of anticipated profits or benefits arising out of use of or reliance on the data.

