

PROJECT SPECIFIC AGREEMENT
Re: “Type E” Public Roadways
MADE PURSUANT TO ROAD AND BRIDGE MASTER INTERLOCAL
AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF
FARMERS BRANCH

This Project Specific Agreement (“PSA”), supplemental to the Master Interlocal Agreement (“Master Agreement”), is made by and between Dallas County, Texas, (“County”), and the City of Farmers Branch, 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 on “Type E” public roadways located along the 13,000–14,000 blocks of Bee Street, from Valley View Lane to Valwood Parkway in the City (“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;

WHEREAS, on or about May 2, 2023, County and City entered into a Master Interlocal Agreement, for the purpose of the City authorizing and retaining County, through its Road and Bridge forces, to perform minor transportation-related maintenance, repairs, and improvements on “Type E” roadways situated within the territorial limits and jurisdiction of the City, to be fully and paid for at City’s cost and expense; and

WHEREAS, City now desires County to perform such minor transportation-related maintenance, repairs, and improvements consisting of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete base repair and curb & gutter repair, clearing of drainage obstructions, and various other services on “Type E” roadways located along the 13,000-14,000 blocks of Bee Street, from Valley View Lane to Valwood Parkway. These services are to be performed wholly within the territorial limits of the City of Farmers Branch, in Dallas County, 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 PSA sets forth the rights and responsibilities of each of the parties as set forth in the Master Agreement, and all amendments and supplements thereto, which are incorporated herein by reference. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if set forth 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 2023-0546, dated May 2, 2023, and additions thereto, are incorporated herein by reference;
2. Construction Estimate which is attached hereto and incorporated herein by reference as Attachment “A;” and
3. Map/diagram of the proposed work site/sites which is attached hereto 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 minor transportation-related maintenance, repairs, and improvements on duly qualified “Type E” public roadways within the City. The Project shall consist of asphalt overlay, street milling, full depth base repair, pothole repair, crack sealing, concrete curb and gutter repair, and clearing of drainage obstructions, and various other services to be performed on “Type E” public roadways, including segments along the 13,000-14,000 blocks of Bee Street from Valley View Lane to Valwood Parkway, all within Dallas County Commissioner District 2 and wholly within the territorial limits of the City, as more fully described in Attachments “A” and “B.” 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 the County. The City has and hereby gives its approval for expenditure of County funds for the maintenance, repairs, and improvements of a roadway 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
PSA City of Farmers Branch (“Type E”) (2026)

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. City, at its own expense, shall be responsible for the following: (a) acquiring any right-of-way necessary to complete the Project under consideration; (b) locating all manholes, water valves, and other utilities within the Project; (c) making all utility relocations or adjustments necessary for the Project; (d) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site; and (e) provide water meter and water for all city projects; (f) 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 is responsible for striping the lanes after County completes the Project.
3. City shall be responsible for maintaining the Project site/sites once the Project is completed.
4. City shall review roadway locations crossing through flood plain areas within their flood plain management jurisdiction and coordinate any necessary permitting prior to County performing work in these areas.
5. City will provide cut permit as required.

II. County's Responsibilities

1. County, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity (b) locating, marking, and adjusting (with City assistance) all visible manholes and water valve covers within the Project; (c) contacting Texas 811 "Call before you dig" in compliance with State Law; and (d) providing appropriate work zone traffic control, including but not limited to flagging, cones, barricades, shadow vehicles,

message boards, signage, etc., to enable the Project to be completed in a timely and safe manner.

2. County shall be responsible for the performing all minor transportation-related improvements, maintenance, and repair responsibilities and services contemplated hereunder, as more fully set out in Attachment “A” in a good and workmanlike manner.

III. Funding

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Project, provided:

1. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto.
2. 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.
3. Once approved by the County, and before commencement of the Project by County, the City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, Four Hundred Seventy-Three Thousand, Nine Hundred Thirty-Five Dollars and Seventy-Four Cents (\$473,935.74), representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project, if the Project is completed in less than one month.

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 sovereign/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 rights 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 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

CITY:

Director of Public Works
City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, Texas 75234

Commissioner Andy Sommerman
Road & Bridge District 2
500 Elm Street, Suite 7200
Dallas, Texas 75202

Either party shall 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. 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 Farmers Branch.

XII. Effective Date. This 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 remainder of this page intentionally left blank)

(signatures appear on the following page)

The City of Farmers Branch, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____ approved/passed on the ____ day of _____, 2026.

Dallas County, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2026.

Executed this the ____ day of _____, 2026.

Executed this the ____ day of _____, 2026.

CITY OF FARMERS BRANCH:

DALLAS COUNTY:

CITY MANAGER

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

RECOMMENDED BY:

CITY SECRETARY

DARRYL MARTIN
DALLAS COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

APPROVED AS TO FORM*:
DALLAS COUNTY
JOHN CREUZOT
DISTRICT ATTORNEY

CITY ATTORNEY

CORTNEY PARKER
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).

Construction Estimate

Date: October 16, 2025
For: City of Farmers Branch
Subject: Project Specific Agreement for Type E Street

Total Cost Estimate: \$473,935.74

Scope of Work: (1) Set up message boards, traffic control devices, storm sewer protection, place door hangers on all that will be affected and call in for Dig Test before any excavation is performed.; (2) Surface mill 2" inch deep from face of curb to face of curb; (3) Repair base failure with Cement Treated Rebase; (4) Remove and replace any existing curb & gutter to reestablish line & grade; (5) Clean, sweep and remove vegetation; (6) Apply Emulsion and allow to cure; (7) Overlay street with 2 1/2 inches of Hot Mix Asphalt; (8) Clean, sweep and remove all traffic control devices along with message boards; (9) Crack Seal Street;

Labor Cost Total \$213,271.08

Equipment Cost Total \$75,829.72

Material Cost Total \$184,834.94

Grand Total \$473,935.74

Street Limits (Blocks) From To
13,000-14,000 Bee Street Valley View Ln Valwood Pkwy

Attachment "B"

Bee Street from Valley View to Valwood

Gussie Field Watterworth Park

