

**RESOLUTION NO: 190100**

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

# INTERLOCAL AGREEMENT BETWEEN

**DALLAS AREA RAPID TRANSIT AND CITY OF FARMERS BRANCH**

**RELATED TO PROCUREMENT AND FINANCIAL MATTERS**

**FOR IMPLEMENTATION OF THE APPROVED CITY OF**

**FARMERS BRANCH STREET REPAIR PROJECTS**

This Interlocal Agreement, hereinafter referred to as the Agreement, is made and entered into by and between the DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, and City of Farmers Branch (the "City"), a Texas home rule municipal corporation, each referred to as ("a Party") and shall be effective on the date signed by the last of the Parties to sign below (the "Effective Date").

## RECITALS

WHEREAS, the DART Board of Directors has authorized the President/Executive Director or his designee to implement a Street Repair Program (the "Program") in 1997, as stipulated in Board Resolution No. 970192, and

WHEREAS, the City has identified certain eligible Transit Enhancement projects (collectively the "Projects") and submitted them for inclusion in this Program, as listed in "Exhibit A" and incorporated herein for all purposes, and

WHEREAS, DART has verified that the Projects as described to DART meet the Program criteria, and

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

WHEREAS, it is the desire of the City to enter into an agreement with DART for implementation of these Projects, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

## RESOLUTION NO: 190100

### 1. CONTRACT PERIOD

This Agreement becomes effective upon the Effective Date and terminates upon City's tender of the "Certificate of Final Completion" to DART, which must be no later than December 31, 2020.

### 2. MAXIMUM FUNDING

The maximum, not-to-exceed amount of the Program funding available for the Projects by City pursuant to this Agreement is \$107,431.

### 3. ENGINEERING RESPONSIBILITIES

City will prepare plans, surveys, designs and engineering and all other documents necessary for procurement and award of the construction contract for these Projects, including by example and not limitation, the plans, specifications and engineer's estimate (the "Approved Plans"). Engineering plans prepared under this Agreement will be based on the City's design standards.

### 4. ELIGIBLE PROJECTS

To be eligible for payment to City under the Program, a Project must be authorized under and consistent with the provisions of Chapter 452 of the Texas Transportation Code. Projects may include planning, environmental impact studies, engineering, final design, right of way acquisition, construction, testing, inspection, surveying and traffic control systems. City acknowledges that payment by DART for the Project shall include only the costs of above items for the Projects listed on Exhibit "A" and is limited by the amount set forth in Section 2 hereof.

### 5. FUNDING AND REIMBURSEMENT PROCEDURES

- a. City shall provide to DART a schedule of total Project costs and a timetable for completion by Project to be reimbursed by DART. No more than once per calendar month DART will reimburse City for Project costs for completed work based upon paid invoices, supported by written evidence of expenses and payments for eligible Project costs. Each invoice must include a written certification from an engineer specifying the work has been completed up to the point for which payment has been made in accordance with the Approved Plans and shall further specify any reasons for material delays or deviation from the timetable provided. DART will not prepay any expenses or prepay for work.
- b. Any Project costs in excess of the maximum reimbursement allowable in this Agreement shall be paid by City.
- c. DART shall remit funds by electronic transfer or by a check or warrant made payable to City and not to any other party.

## RESOLUTION NO: 190100

### 6. OWNERSHIP OF DOCUMENTS

Upon termination of this Agreement, the Approved Plans shall become the property of the City, however, DART may retain copies for open records or other purposes.

### 7. MISCELLANEOUS

- a. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.
- b. Entire Agreement. The recitals and exhibits to this Agreement are incorporated herein for all purposes. This Agreement constitutes the entire agreement of DART and City with respect to the subject matter hereof.
- c. Amendment. This Agreement may not be amended except by a writing signed by the Party against whom enforcement of such amendment is sought.
- d. Termination. If either Party breaches or is in default of this Agreement, the non-defaulting Party may terminate this Agreement after ninety (90) days written notice to the other Party, allowing for cure of the default within this time period. Upon written termination by the non-defaulting Party, unspent funds and misapplied funds, if any, provided to City shall be refunded to DART and neither Party shall have further obligation to the other pursuant to this Agreement thereafter.
- e. Governing Law and Construction. This Agreement shall be governed and construed as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Texas. This Agreement shall be construed fairly and in accordance with its plain meaning, without regard to the Party who may have drafted parts or all of this Agreement.
- f. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- g. Terminology. "Hereunder," "hereof," and similar or related terminology refers to this entire Agreement. Where appropriate, all references to the singular shall include the plural and vice versa and all references to any gender shall include any and every other gender.
- h. Execution of Multiple Originals. This Agreement may be executed in any number of counterparts, each deemed to be an original.
- i. Authority to Execute. The individual signatories below represent they have authority to sign for and bind the respective Party.
- j. Notices. All notices pursuant to this Agreement shall be sent by certified mail return receipt requested or hand delivered with signed delivery evidence to the following persons:

**RESOLUTION NO: 190100**

City: Mitzi Davis  
Program Manager  
City of Farmers Branch  
13000 William Dodson  
Farmers Branch, TX 75234

DART: Todd Plesko  
VP Service Planning and Scheduling  
Dallas Area Rapid Transit  
1401 Pacific Avenue  
Dallas, TX 75202

(SIGNATURES ON THE FOLLOWING PAGE)

**RESOLUTION NO: 190100**

DALLAS AREA RAPID TRANSIT

City of Farmers Branch

By: 

Gary C. Thomas,  
President/Executive Director

By: \_\_\_\_\_

Name: \_\_\_\_\_  
City Manager

Date: 10/4/19

Date: \_\_\_\_\_



**Exhibit “A” Project Locations**

**Scope of Work:**

**Street Repair Project:**

1. Complete right of way survey and traffic counts for all of Denton Road that is located within the municipal boundaries of Farmers Branch including the areas north and south of the Station Area shown on the attached map.

