

**INTERLOCAL AGREEMENT**

**THE CITY OF MESQUITE AND THE CITY OF UNIVERSITY PARK**

**FOR CDL TRAINING**

This Interlocal Agreement (this "**Agreement**") is entered into as of the Effective Date set forth below between the **CITY OF UNIVERSITY PARK**, a Texas home-rule municipality with the authorization of its governing body, (hereinafter referred to as "**University Park**"), and the **CITY OF MESQUITE**, a Texas home-rule municipality with the authorization of its governing body, (hereinafter referred to as "**Mesquite**"). They are hereafter sometimes referred to collectively as the "**Parties**" or individually as a "**Party**".

**WITNESSETH**

**WHEREAS**, University Park and Mesquite are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "**Act**") provides authority for local governments of the State of Texas to enter into interlocal agreements with each other to perform governmental functions and services as outlined in the Act; and

**WHEREAS**, University Park and Mesquite are local governments as that term is defined in the Act, and this Agreement is being entered into according to and under the authority of the Act; and

**WHEREAS**, Mesquite has a Commercial Drivers Licensing ("**CDL**") training program; and

**WHEREAS** the City Councils of both Parties find that it is beneficial to the public for Mesquite and University Park to enter into an agreement that allows University Park employees to participate in CDL training provided by Mesquite.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants contained in this Agreement, the Cities of Mesquite and University Park agree as follows:

**A. Recitals and Purpose**

The recitals above are true and correct and are incorporated herein as a part of the Agreement. This Agreement aims to assist University Park in the CDL training of its eligible employees.

**B. Term**

The initial term of this Agreement is from the Effective Date through December 31, 2026 (the “**Initial Term**”). At the end of the Initial Term and each Renewal Term thereafter, the Agreement will be automatically renewed for an additional year (each a “**Renewal Term**”) unless this Agreement is terminated as provided herein.

**C. Appropriation of Funds**

As home rule municipalities in the State of Texas, each Party is subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each Party under the terms of this Agreement shall be subject to such Party’s appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution.

**D. Responsibilities of Mesquite**

- 1) Mesquite will allow University Park to send a mutually agreed-upon number of employees through Mesquite's CDL testing process. The testing process shall meet all compliance requirements established by the Texas Department of Public Safety (“**DPS**”).
- 2) Mesquite will notify University Park at least 2 weeks before an upcoming testing period. Mesquite will provide University Park with all the information necessary for University Park employees to enroll in the testing process.
- 3) Mesquite’s Third Party Skills Testing (“**TPST**”) Certified Examiner(s) under DPS is authorized to conduct CDL skills tests on behalf of the state. These Certified Examiners work for Mesquite and must follow strict guidelines set by the DPS.

**E. Responsibilities of Mesquite’s TPST Certified Examiner(s)**

Mesquite’s TPST Certified Examiner(s) shall perform the following tasks:

- 1) Administer CDL Skills Tests – Conduct the three-part CDL skills test, which includes:
  - a. Pre-trip Vehicle Inspection;
  - b. Basic Control Skills; and
  - c. On-Road Driving Test.
- 2) Ensure Compliance with DPS Standards – Examiner(s) must adhere to all state and federal CDL testing regulations.
- 3) Maintain Integrity and Fairness – The Examiner(s) must objectively evaluate applicants and ensure no conflicts of interest.

- 4) Properly Document and Report Results – After testing, test results will be reported to DPS for official processing.
- 5) Knowledge Test Administration: Mesquite shall be authorized to administer the DPS-approved Knowledge Test for CDL applicants in accordance with all applicable state rules and regulations. All Examiner(s) conducting such tests shall possess current Certified Commercial Knowledge Examiner credentials and ensure that all testing materials, procedures, and security protocols meet or exceed DPS standards.

## **F. Regulation and Oversight**

- 1) DPS monitors and audits of Mesquite TPST Examiner(s) and testing sites shall be permitted to prevent fraud and ensure testing quality.
- 2) If a Mesquite TPST Examiner fails to follow DPS procedures, they may lose their certification and/or face legal penalties.
- 3) Mesquite will be responsible for testing of CDL candidates according to DPS expectations for TPST Certified Examiners.
- 4) All testing provided by Mesquite will take place at Mesquite facilities known and approved by DPS.
- 5) Mesquite will provide Pass/Fail notifications to University Park to track the progress of its employees.
- 6) Both Parties agree to cooperate in maintaining accurate records, ensuring data integrity, and complying with all applicable laws governing driver testing and Examiner certification.

## **G. Responsibility of University Park**

- 1) University Park will pay from current revenues to Mesquite their employees' expenses for participating in Mesquite's CDL training program. This provision shall survive termination of this Agreement.
- 2) If its governmental immunity has been waived by state law, University Park will be financially responsible for any damage caused by the negligence of its employees to Mesquite property. University Park reserves all immunities and defenses available to it under law (Section K below). This provision shall survive termination of this Agreement.
- 3) University Park will only send employees eligible to earn a CDL to the training.

- 4) University Park will provide appropriate vehicles for its employees to utilize during testing.

**H. Fees and Payment**

The CDL training cost per person during the Initial Term shall be \$1,500.00, plus out-of-pocket hard costs such as books and other training materials. All fees owed for a University Park employee for the CDL Training Program shall be paid the earlier of (1) within 30 days of billing by Mesquite, or (2) prior to commencement of the employee’s CDL training by Mesquite.

**I. Notices**

All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage-paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective three (3) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

**Notices to University Park:**

3800 University Boulevard  
University Park, TX 75205

**University Park Representative:**

Keegan Littrell, Director of Public Works

**With a copy to:**

City Attorney  
City of University Park  
3800 University Blvd.  
Dallas, Texas 75205

**Notices to Mesquite:**

1515 N. Galloway Ave.  
Mesquite, TX 75149

**Mesquite Representative:**

Raymond Rivas, Deputy City Manager

**With a copy to:**

City Attorney  
City of Mesquite  
1515 North Galloway Avenue  
Mesquite, TX 75149

## **J. Termination**

This Agreement may be terminated by either Party, at will, with or without cause, upon 30 days' advance written notice to the non-terminating Party. If University Park fails to pay its employee expenses or if University Park fails to be financially responsible for any damage caused by its employees to Mesquite property or persons, Mesquite may terminate this Agreement with ten (10) days' written notice.

## **K. Immunity and Indemnity**

- 1) **It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in exercising governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein. Both Parties acknowledge and agree that neither Party has the ability under the Texas Constitution to indemnify each other or any other third party for damages arising under this Agreement. The Parties further agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the Parties have by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.**
- 2) **Mesquite, not waiving any rights or its governmental immunity, agrees to the extent allowed by Texas law to be responsible for any liability or damages University Park may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys' fees, against University Park, including workers compensation claims, arising out of the performance of Mesquite's employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person or entity occurring during the performance of this Agreement and caused by the sole negligence of Mesquite.**
- 3) **University Park, not waiving any rights or its governmental immunity, agrees to the extent allowed by Texas law to be responsible for any liability or damages Mesquite may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys' fees, against University Park, including workers compensation claims, arising out of the performance of University Park's employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the**

**property of any person or entity occurring during the performance of this Agreement and caused by the sole negligence of University Park.**

- 4) Mesquite and University Park agree that such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties shall be determined in accordance with comparative responsibility laws of the State of Texas.**

**L. Miscellaneous**

- 1) Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, joint enterprise or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely to effect the provisions of this Agreement. No Party has the authority to enter into contracts or to assume any obligation for the other Party, nor to make warranties or representations on behalf of the other except as otherwise authorized in writing by the other Party.
- 2) Mesquite employees shall not be considered University Park employees, and University Park employees shall not be considered Mesquite employees.
- 3) This Agreement contains all of the commitments and covenants of the Parties, and any oral or written promises not contained herein shall have no force or effect in altering any term or condition of this Agreement.
- 4) This Agreement may only be modified or amended in writing by the mutual consent of the Parties.
- 5) Neither Party may transfer or assign its interest in this Agreement without the prior written consent of the non-assigning Party.

**M. Authority to Sign/City Council Authorization**

The undersigned officer or agent of each of the Parties hereto is the properly authorized official and has the necessary authority to execute this Agreement on behalf of the Party represented. The Parties are executing this Agreement pursuant to duly authorized action by each of their respective City Councils.

SIGNED to be effective the first day that the Agreement is signed by both Parties.

**CITY OF MESQUITE, TEXAS**

BY: \_\_\_\_\_  
Cliff Keheley, City Manager

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sonja Land, City Secretary

**CITY OF UNIVERSITY PARK, TEXAS**

BY: \_\_\_\_\_  
Robbie Corder, City Manager

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Christine Green, City Secretary