

**INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND  
TARRANT COUNTY COLLEGE DISTRICT FOR THE SOUTH CAMPUS  
CHILDCARE FACILITY**

This Interlocal Agreement (“Agreement”) is between Tarrant County (the “COUNTY”), a political subdivision of the State of Texas, and Tarrant County College District, a political subdivision of the State of Texas (collectively, the “Parties”), and shall be effective upon signature by the Parties (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to state and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“FRF Funds”) authorized through ARPA (C.D.F.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received FRF Funds to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of FRF Funds in the form of Frequently Asked Questions and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, Treasury issued the Interim Final Rule on November 20, 2023, and this agreement meets the definition therein for the obligation of FRF funds before December 31, 2024;

WHEREAS, the COUNTY and Tarrant County College District both find FRF Funds distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Interim Final Rule, subsequent final rule and additional guidance; and

WHEREAS, the COUNTY and Tarrant County College District find that the program(s) and related expenditures outlined in this Agreement are eligible under current FRF Funds guidance and rules promulgated by the Treasury and find that the program(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Tarrant County; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement; and

WHEREAS, during the performance of the government functions and the payment for the performance of those governmental functions under this Agreement, the Parties will make the performance and payment from the current revenues legally available to that Party.

THEREFORE, the Parties agree as follows:

### I. SCOPE OF WORK

Tarrant County College District will construct a childcare facility as outlined in APPENDIX A.

### II. DISTRIBUTION OF FUNDS

The COUNTY shall make available up to **\$4,475,000.00 (FOUR MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS)** to Tarrant County College District from the COUNTY'S FRF Funds for eligible expenses reflected in APPENDIX A and in accordance with the terms and conditions outlined below.

COUNTY approves and pays reimbursement requests within thirty (30) days of receipt of a complete and accurate request form. Errors in the request form, including insufficient documentation, may result in payment delays. Tarrant County College District is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Requests for payment may be submitted no more than once monthly and must contain the following supporting documentation:

- i. Signed Request for Reimbursement form.
- ii. Invoice or draw request from Tarrant County College District contractor pertaining to request for payment.

Within 30 days of receipt of payment by Tarrant County College District, must provide to COUNTY:

- i. Proof of payment of invoice or draw request provided with request for payment.
- ii. Copy of General Ledger reflecting receipt of payment from COUNTY and payment of same amount to Tarrant County College District contractor.
- iii. Subsequent requests for payment/draw requests may not be submitted until previous requests have been substantiated with the supporting documentation outlined above.

Tarrant County College District agrees that COUNTY shall have the right to require Tarrant County College District to repay in full up to **\$4,475,000.00 (FOUR MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS)** to COUNTY should Tarrant County College District fail to fulfill the requirements as outlined herein and in APPENDIX A by the Agreement's termination date.

By March 31, 2024, Tarrant County College District shall provide to the COUNTY a plan to obligate any and all awarded funds by December 31, 2024. Any funds not expected to be obligated by December 31, 2024, shall be recaptured by the COUNTY.

### III. TERM AND TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until the termination date of June 30, 2026, unless terminated earlier in accordance with this Agreement. If at any time Tarrant County College District becomes excluded, debarred, or suspended from any state or federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and Tarrant County College District must submit a final, formal statement in the manner set out above and below requesting payment.

The COUNTY may immediately terminate this Agreement, without prior notice, if Tarrant County College District fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving sixty (60) days written notice to the other party. Upon receipt of notice to terminate, Tarrant County College District shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Upon termination of the Agreement, all assets purchased under this Agreement shall transfer to the COUNTY.

Within thirty (30) days after receipt of a notice of termination, Tarrant County College District agrees to submit an invoice showing, in detail, the costs incurred under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a “Force Majeure Event”), the Party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

#### **IV. STANDARDS FOR FINANCIAL MANAGEMENT**

In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Tarrant County College District will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

Tarrant County College District shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred

- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Agreement requirements
- v. Adequately identify the source and application of funds of each grant agreement
- vi. Generate current and accurate financial reports in accordance with agreement requirements

## **V. GENERAL COMPLIANCE REQUIREMENTS**

Tarrant County College District shall observe and comply with all applicable local, state, and federal laws, rules, regulations, ordinances, and requirements, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, non-discrimination laws and regulations, and those set forth in 31 CFR Part 35. Tarrant County College District shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

## **VI. DAVIS-BACON REPORTING AND ADDITIONAL REQUIREMENTS**

Tarrant County College District must comply with all Federal and State regulation, including Davis-Bacon and Related Acts Compliance and Monitoring.

Additionally, 2 CFR 200.322 notes that Tarrant County College District should provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States, including but not limited to, iron, aluminum, steel, cement, and other manufactured products.

## **VII. MONITORING**

Tarrant County College District agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (e.g., hard copies, computer-generated data) of the Tarrant County College District involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between Tarrant County College District and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of Tarrant County College District obligations to COUNTY under this Agreement. The Tarrant County College District must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the Tarrant County College District with reasonable advance notice of intended audits. The Tarrant County College District must provide records within ten (10) business days or a mutually agreed upon timeline. Tarrant County College District may withhold any information that it is mandated to withhold to comply with state or federal law.

## **VIII. ALLOWABLE COSTS AND AVAILABILITY OF FUNDS**

COUNTY payment to Tarrant County College District does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the Tarrant County College District will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by Tarrant County College District are allowable and eligible for reimbursement. If COUNTY has paid funds to Tarrant County College District for unallowable or ineligible costs, COUNTY will notify Tarrant County College District in writing, and Tarrant County College District shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to Tarrant County College District to offset reimbursement for any unallowable or ineligible expenditure that Tarrant County College District has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

Further, if at any time, FRF Funds are insufficient or unavailable, then COUNTY, upon providing written notice to Tarrant County College District, may terminate this agreement without penalty.

## **IX. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT**

If Tarrant County College District, within Tarrant County College District fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) in federal funds awarded, Tarrant County College District shall have a single audit or program-specific audit in accordance with 2 CFR Part 200 Subpart F. This federal threshold amount includes federal funds passed through by way of State and local agency awards. Tarrant County College District must provide a copy of completed single audit, if applicable, to COUNTY no later than 60 days after filing with federal audit clearing house.

## **X. EQUIPMENT AND REAL PROPERTY**

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment and real property constructed or acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property constructed or acquired using federal funds shall vest in the non-federal entity.

Procedures for managing equipment and real property must meet the following requirements:

- i. Property records must be maintained that include a description of the equipment or property, a serial number or other identification number, the source of funding for the equipment or property, name of title holder, acquisition date, cost of the equipment or property, percentage of federal participation in the project costs for the federal award under which the equipment or property was acquired, the location, use and condition of the equipment or property, and any ultimate disposition data including the date of disposal and sale price of the equipment or property

- ii. A physical inventory of the equipment or property must be taken, and the results reconciled with the property records at least once every two (2) years
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the equipment or property. Any loss, damage, or theft must be investigated
- iv. Adequate maintenance procedures must be developed to keep the equipment or property in good condition, and
- v. If the non-federal entity is authorized or required to sell the equipment or property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment or real property acquired under this Agreement is no longer needed or in use for the project or program outlined herein, Tarrant County College District must request disposition instructions from the COUNTY.

#### **XI. PERFORMANCE MEASUREMENT AND REGULAR REPORTING**

Tarrant County College District shall provide monthly reports to COUNTY as outlined in APPENDIX B. Additional measures may be established and reported on as mutually agreed to by Tarrant County College District and COUNTY. Tarrant County College District will submit fiscal, progress, programmatic, and other reports as requested by COUNTY in the approved format.

#### **XII. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT**

Tarrant County College District is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. Tarrant County College District agrees to maintain an active registration in the System for Award Management (SAM.gov).

#### **XIII. SUBCONTRACTING AUTHORITY**

Tarrant County College District may enter contracts as necessary for the performance of the scope of services outlined in this Agreement. Tarrant County College District agrees to comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement. Tarrant County College District must ensure that all subcontractors have not been excluded, debarred, or suspended under a federal program and all subcontractors must maintain an active registration in the System for Award Management (SAM.gov).

#### **XIV. ASSIGNMENT**

Tarrant County College District may not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the COUNTY. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement.

It is agreed that the COUNTY has the right to inspect and approve in writing any proposed subcontracts between Tarrant County College District and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

#### **XV. DOCUMENTATION**

Tarrant County College District shall keep and maintain, for a period not less than five (5) years after December 31<sup>st</sup>, 2026, all records relating to use of the FRF Funds described herein.

#### **XVI. FORM 1295 COMPLIANCE**

A form 1295 is not required because this agreement is with a governmental entity.

#### **XVII. ANTI-BOYCOTT STATUTES**

Tarrant County College District must adhere to Anti-Boycott Statutes if Tarrant County College District is a for-profit entity or business; Tarrant County College District has ten (10) or more full-time employees; and/or this Agreement has a value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or more that is to be paid wholly or partly from public funds of the government entity.

i. Boycott of Energy Companies Prohibited

In compliance with Section 2274.002 of the Texas Government Code, Tarrant County College District verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

ii. Boycott of Israel Prohibited

In compliance with Section 2271.002 of the Texas Government Code, Tarrant County College District verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" is defined by the Texas Government Code in Section 808.001(1).

iii. Discrimination Against Firearm Entities or Firearm Trade Associations (FTAs)

In compliance with Section 2274.002 of the Texas Government Code, Tarrant County College District verifies that it does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or FTA; and will not discriminate during the term of the above-described Agreement against a firearm entity or FTA. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) of the Texas Government Code and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

iv. Scrutinized Business Operations Prohibited

In compliance with Section 2252.152 of the Texas Government Code, Tarrant County College District warrants and represents that: neither Tarrant County College District nor any of its affiliates engages in scrutinized business operations in Sudan, Iran, or with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. Tarrant County College District further represents and warrants that neither Tarrant County College District nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies Lists.

### **XVIII. NOTICE**

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO THE COUNTY:  
County Administrator  
100 E Weatherford, Ste 404  
Fort Worth, Texas 76196

TO Tarrant County College District:  
Okang Hemmings  
300 Trinity Campus Circle  
Fort Worth, Texas 76102

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XIX. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XX. APPLICABLE LAW AND VENUE**

This Agreement is governed by the laws of the State of Texas. This exclusive venue for any action arising out of, in connection with, or in any way relating to this Agreement shall be in Tarrant County, Texas if filed in state court or the Northern District of Texas, Fort Worth Division if filed in federal court.

**XXI. ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

**XXII. EXECUTION**

This agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.

**SIGNED AND EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
Tim O'Hare  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS:

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Criminal District Attorney's Office

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Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

TARRANT COUNTY COLLEGE DISTRICT, a  
political subdivision of the State of Texas



By: \_\_\_\_\_  
Elva Concha LeBlanc, Ph.D.  
Chancellor

Date: 1/25/2024  
\_\_\_\_\_

**APPENDIX A  
SCOPE OF WORK**

<b>Property Address:</b>	Tarrant County College District, South Campus, 5301 Campus Drive, Fort Worth, 76119
<b>Project Description:</b>	Proposed 14,000 square foot child care facility with 8 classrooms.
<b>Planned Total Construction Cost</b>	\$6,434,188.00
<b>Allowable Use(s) of FRF Funds</b>	FRF Funds may be used toward pre-construction costs including site preparation, testing, engineering and design, as well as for construction costs, including FF&E.
<b>FRF Assistance</b>	\$4,475,000.00

**Projects must meet the following requirements:**

- Minimum 12,200 square feet (sq. ft.) facility
- Minimum of 9 program areas, each ranging from 360 sq. ft. to 1800 sq. ft. (Early Head Start requirement)
- Minimum of 25% of classrooms will be used for Early Head Start services
- Minimum of 80 sq. ft. times 25% licensed capacity of designated outdoor play area
- Parking to accommodate a minimum of 22 employees
- Building will need to be eligible for an Education or Education/Institutional Certificate of Occupancy

**APPENDIX B  
PROGRAMMATIC REPORTING**

**Required Reporting Dates, as per U.S. Treasury:**

Q1	July 1 – September 30	Due: October 15
Q2	October 1 – December 31	Due: January 15
Q3	January 1 – March 30	Due: April 15
Q4	April 1 – June 30	Due: July 15
Annual Report	July 1 – June 30	Due: July 15