

STATE OF TEXAS §
 § **Amendment No. 1 of Interlocal Agreement for**
 § **Traffic Signal Improvements for Marine Creek Parkway**
COUNTY OF TARRANT § **Intersection**

BACKGROUND

Tarrant County (“COUNTY”) and Eagle Mountain-Saginaw ISD (“AGENCY”) entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 142004, for financial support of up to \$500,000.00, for the cooperative funding of traffic signal improvements at the intersection of Marine Creek Parkway and Mustang Rock Road/Woodbine Cliff Drive (“Project”) as described in the 2021 Tarrant County Bond Program.

Therefore, the COUNTY and AGENCY agree to the following revisions. Paragraphs III, IV, and V from the original Interlocal Agreement are repealed and replaced with the following language:

III.
TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2025, unless terminated as described in Section XIII in the original ILA or extended in writing and approved by both parties.

IV.
FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA Amendment, then the affected party will immediately notify the other party of such occurrence and this Amendment may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the AGENCY in an amount not to exceed \$500,000.00. Any reimbursement request from the AGENCY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the AGENCY’s proof of payment. The final reimbursement payment to the AGENCY will be contingent upon the AGENCY’S Chief Operations Officer providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	\$0.00
ROW Acquisition:	\$0.00
Construction:	<u>\$500,000.00</u>
TOTAL:	\$500,000.00

TBP Funding Category: 2021 Discretionary, Pct 4

** Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The AGENCY understands that the AGENCY will be responsible for cost overruns and any other expenses incurred by the AGENCY in performing the services described herein. The AGENCY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the AGENCY.

In addition to the foregoing replacement language, Attachment A is removed and deleted from the original Interlocal Agreement in full. All other paragraphs, terms and language outside of paragraphs III, IV, and V as well as Attachment A remain unchanged and in effect.

APPROVED on this day the _____ day of _____, 2024, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

EAGLE MOUNTAIN-SAGINAW ISD

Tim O'Hare, County Judge



Clete Welch, Chief Operations Officer

Manny Ramirez, Pct. 4 Commissioner

APPROVED AS TO FORM:

Criminal District Attorney's Office*



Agency Attorney

Agency Secretary (If applicable)

* 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.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

\$ _____ *as follows:*

Fiscal year ending September 30, 2024: \$500,000.00 2021 TBP Discretionary – Pct 4

Auditor's Office