

STATE OF TEXAS § Funding Interlocal Agreement
§ for FM 156 at Industrial Avenue Intersection
COUNTY OF TARRANT § Improvements (Construction Phase)

This Funding Interlocal Agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of Saginaw, hereinafter referred to as CITY, and collectively referred to as the “parties”, for the purpose of providing financial support of up to \$109,000.00 in Precinct 4 discretionary funds through the 2006 Tarrant County Transportation Bond Program (TBP) to a needed transportation project which both parties find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This Funding ILA is made pursuant to Chapter 791 of the Texas Government Code;
2. To the extent necessary the parties will use current revenues to pay obligations in this Funding ILA;
3. The project benefits the public in that it is a needed transportation project;
4. The COUNTY and the CITY each has the legal authority to perform its obligations in this Funding ILA;
5. The division of costs provided in this Funding ILA constitute adequate consideration to each party; and
6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

The Project, hereinafter referred to as PROJECT, will include new pavement, sidewalks, left and right turn lanes, and signal upgrades at the intersection of FM 156 (South Blue Mound Road) with East Industrial Avenue and Cantrell Sansom Road. .

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

- A. All total PROJECT costs, including all construction, right of way acquisition, utility relocation, engineering, planning, surveying, and governmental approval costs

(collectively referred to as "Costs");

- B. Construction agreement administration, site review, permitting, and inspection;
- C. Interagency cooperation;
- D. A detailed schedule of the PROJECT shall be provided to the COUNTY; and
- E. The CITY will notify the COUNTY of completion of the PROJECT.

III. **TERM**

This Funding ILA shall become effective upon the approval of both parties and shall expire on September 30, 2023 unless terminated as described in Section XIII in this Funding ILA or extended in writing and approved by both parties.

IV. **FISCAL FUNDING ACKNOWLEDGEMENT**

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 under this Funding ILA, then the affected party will immediately notify the other party of such occurrence and this Funding ILA shall 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 payments herein agreed upon for which funds shall have been appropriated.

V. **COST**

The COUNTY agrees to reimburse the CITY for eligible construction expenses required for the PROJECT in an amount not to exceed \$109,000.00 in accordance with the reimbursement payment schedule in Attachment A. The COUNTY recognizes that construction will be performed by a firm under contract with the Texas Department of Transportation (TxDOT) and that the CITY will make payments to TxDOT. Any reimbursement request from the CITY should include: 1) a copy of the CITY's advance funding agreement with TxDOT; and 2) a copy of the check, certification letter, or other documentation to verify the CITY's proof of payment to TxDOT.

The CITY understands that the CITY will be responsible for cost overruns of the PROJECT and for other expenses incurred by the CITY in performing the services under this Funding ILA.

VI. **AGENCY-INDEPENDENT CONTRACTOR**

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This Funding ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any

benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this Funding ILA without the prior written consent of the other party.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person other than a party to this Funding ILA may bring a cause of action pursuant to this Funding ILA as a third-party beneficiary. This Funding ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this Funding ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this Funding ILA and for two years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This Funding ILA represents the entire understanding of and between the parties and superseded all prior representations. This Funding ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This Funding ILA shall be governed by the laws of the State of Texas and venue for any action under this Funding ILA shall be in the district courts of Tarrant County, Texas.

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement payment schedule in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance. Such notification will be in the form of written correspondence delivered by regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this Funding ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this Funding ILA shall be deemed given when personally delivered or mailed by certified or registered mail to the following officials:

COUNTY:

County Administrator
Tarrant County
100 E. Weatherford Street, Suite 404
Fort Worth, Texas 76196

CITY:

City Manager
City of Saginaw
333 West McLeroy Boulevard
Saginaw, Texas 76179

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither party waives nor surrenders any of its governmental powers by execution of this Funding ILA.

APPROVED on this day the _____ day of _____, 2022, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF SAGINAW

B. Glen Whitley, County Judge

Todd Flippo, Mayor

J.D. Johnson, Commissioner, Precinct 4



APPROVED AS TO FORM:

Criminal District Attorney's Office*



Bryn Meredith, City Attorney

* 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, 2023 - \$ 109,000.00

\$ 109,000.00**

Auditor's Office

***** Funds will be provided by Precinct 4 discretionary funds from the 2006 Transportation Bond Program***

ATTACHMENT A

Project Information

City: City of Saginaw
Project Name: FM 156 at Industrial Avenue Intersection Improvements

Project Schedule

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Construction:	Nov-2022	9	Jul-2023

Reimbursement Payment by Phase

Design:	\$0.00
ROW Acquisition:	\$0.00
Construction:	\$ 109,000.00
TOTAL:	\$ 109,000.00*

* Funded with Precinct 4 discretionary funds from the 2006 Transportation Bond Program

Reimbursement Payment Schedule by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2021	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$0.00	\$0.00	\$0.00	\$25,000.00
2023	\$36,000.00	\$36,000.00	\$12,000.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00