

**INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY  
AND THE CITY OF GRAND PRAIRIE FOR THE TYRE PARK PHASE II PROJECT**

This Interlocal Agreement (“Agreement”) is between Tarrant County (the “County”), a political subdivision of the State of Texas, and the City of Grand Prairie, a unit of local government (collectively, the “Parties”), and shall be effective on July 1, 2022 (“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;

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;

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

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”);

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;

WHEREAS, the County and the City of Grand Prairie both find that rehabilitating Tyre Park to provide a safe, secure, and peaceful environment for residents is an eligible use of FRF FUNDS;

WHEREAS, the County and City of Grand Prairie find that the project and related expenditures outlined in this Agreement are eligible under current FRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the project outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Tarrant County;

WHEREAS, the County and City of Grand Prairie find that this project will provide for enhancements to Tyre Park that will allow community members to exercise, play, socialize, and instill neighborhood pride in this important cultural landmark;

WHEREAS, any payments or performance required by this Agreement shall come from current revenues legally available to the Parties;

WHEREAS, this Agreement is made pursuant to the authority of Section 791.001 of the Texas Government Code; and

WHEREAS, the subject of this contract is necessary for the benefit of the public and each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract.

NOW, THEREFORE, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree to the following:

I.  
DISTRIBUTION OF FUNDS

The County shall make available an amount of \$2,000,000.00 (TWO MILLION DOLLARS AND NO CENTS) to the City of Grand Prairie from the County's FRF funds to reimburse the City of Grand Prairie for expenses related to the Tyre Park Phase II renovation program, an FRF eligible use, as outlined in the U.S. Department of the Treasury Final Rule.

II.  
AUDIT CLAUSE

The City of Grand Prairie must agree 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, documents, papers and records (hard copy, as well as computer generated data) of the City of Grand Prairie involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the City of Grand Prairie and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the City of Grand Prairie's obligations to County under this agreement. The City of Grand Prairie must agree that County will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County will provide the City of Grand Prairie with reasonable advance notice of intended audits. The City of Grand Prairie must provide records within ten (10) business days or a mutually agreed upon timeline.

III.  
PAYMENT

Upon execution of the Agreement, the County shall make available for reimbursement the amount of \$2,000,000.00 (TWO MILLION DOLLARS AND NO CENTS) to the City of Grand Prairie from the County's FRF funds to reimburse the City of Grand Prairie for expenses related to FRF eligible uses as outlined in the U.S. Treasury Final Rule and Appendix A.

The City of Grand Prairie acknowledges that it is a Sub-recipient of the County's FRF FUNDS and shall follow all guidance issued by the U.S. Treasury pertaining to the proper use of FRF FUNDS.

By June 30, 2024, the City of Grand Prairie shall provide to the County a plan to obligate any and all remaining funds by December 31, 2024. Any funds not expected to be obligated by December 31, 2024 shall be returned to the County by July 31, 2024.

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

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from City of Grand Prairie's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from City of Grand Prairie's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

#### IV. DOCUMENTATION

The City of Grand Prairie shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to the Distributed Funds.

#### V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, City 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.

City 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 contract requirements,
- v. Adequately identify the source and application of funds of each grant contract, and
- vi. Generate current and accurate financial reports in accordance with contract requirements.

VI.  
TERM

The term of this Agreement shall commence upon execution by both Parties and shall continue and remain in full force and effect until December 31, 2024, unless terminated earlier in accordance with this Agreement.

VII.  
TERMINATION

If at any time the City of Grand Prairie 's contract is suspended or revoked, or if the City of Grand Prairie becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and the City of Grand Prairie must submit a final, formal statement in the manner set out above and below requesting payment. The City of Grand Prairie 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.

The County may immediately terminate this Agreement, without prior notice, if the City of Grand Prairie 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 by giving ninety (90) days written notice to the other party.

Upon receipt of notice to terminate, the City of Grand Prairie shall no longer submit requests for reimbursement, including monthly reports described in Section III of this Agreement.

Within thirty (30) days after receipt of a notice of termination, the City of Grand Prairie agrees to submit an invoice showing, in detail, the services performed 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 part 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.

VII.  
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If City of Grand Prairie, within City of Grand Prairie's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, City of Grand Prairie shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

VIII.  
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, City of Grand Prairie must request disposition instructions from the COUNTY.

IX.  
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the City of Grand Prairie at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

TO THE COUNTY:

County Administrator  
100 E. Weatherford  
Fort Worth, TX 76196

TO THE CITY OF GRAND PRAIRIE:

Duane Strawn, Director Parks, Arts & Rec.  
400 College Street  
Grand Prairie, TX 75050

Either Party may change addresses by giving the other Party ten (10) days written notice.

X.  
APPLICABLE LAW AND VENUE

This Agreement is governed by the laws of the State of Texas.

The exclusive venue for any action arising out of, in connection with, or in any way relating to this Agreement shall be in a state or federal court of competent jurisdiction in Tarrant County, Texas.

XI.  
MODIFICATIONS

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

XII.  
CLEAN AIR ACT

The City of Grand Prairie agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The City of Grand Prairie agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection

Agency Regional Office.

The City of Grand Prairie agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

XIII.  
FEDERAL WATER POLLUTION CONTROL ACT

The City of Grand Prairie agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The City of Grand Prairie agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The City of Grand Prairie agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

XIV.  
PROCUREMENT AND RECOVERED MATERIALS

In the performance of this Agreement, City of Grand Prairie will use its best effort to make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired – (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

- a. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- b. City of Grand Prairie also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- c. To the greatest extent practicable, City of Grand Prairie shall provide a preference for the purchase, acquisition, or use of good, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

1. For purposes of this section:

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XV.  
EXECUTION

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

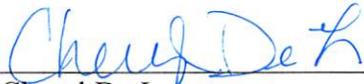
**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

\_\_\_\_\_  
Criminal District Attorney's Office\*

**CITY OF GRAND PRAIRIE**

  
\_\_\_\_\_  
Cheryl De Leon  
Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Megan Mahan, City Attorney

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
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.**

## **Appendix A**

### **SCOPE OF SERVICE**

The City of Grand Prairie will continue to improve Tyre Park through the Phase II enhancement project that will include installation of a shade pavilion, group pavilion, site amenities including park benches, picnic tables, drinking fountains, trash receptacles, a multi-purpose field, an outdoor basketball court, and a lighted walking trail.

**Appendix B**  
**PROGRAM BUDGET**

Program Budget: July 1, 2022 – December 31, 2024

<b>Category</b>	<b>Total Program Budget</b>
Personnel	<b>\$0.00</b>
Fringe	<b>\$0.00</b>
Travel	<b>\$0.00</b>
Equipment	<b>\$845,000.00</b>
Supplies	<b>\$35,000.00</b>
Contractual	<b>\$260,000.00</b>
Other	<b>\$860,000.00</b>
Subtotal:	<b>\$2,000,000.00</b>
Indirect	<b>\$0.00</b>
Total	<b>\$2,000,000.00</b>

## APPENDIX B

### EVALUATION MATRIX/REPORTING

Required Reporting Dates:

Quarterly Report Periods		Report Due
First	July 1- Sept 30	Oct 15
Second	Oct 1- Dec 31	Jan 15
Third	Jan 1- Mar 31	April 15
Fourth	April 1- Jun 30	July 15

Annual Report Periods		Report Due Date
Year 1	July 1- June 30, 2022	July 15, 2022
Year 2	July 1- June 30, 2023	July 15, 2023
Year 3	July 1- June 30, 2024	July 15, 2024
Year 4	July 1- June 30, 2025	July 15, 2025