

STATE OF TEXAS § Funding Interlocal Agreement for
§ Long Avenue and Almena Road Reconstructions
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and the City of River Oaks, hereinafter referred to as CITY, and collectively referred to as the parties, for the purpose of providing funding through the 2006 Tarrant County Transportation Bond Program (TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY 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 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 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 ILA;
5. The division of costs provided in this 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

This project, hereinafter referred to as the “Project”, will consist of: A) reconstruction and asphalt overlay of Long Avenue from River Oaks Boulevard to Thurman Street; B) reconstruction and asphalt overlay of Almena Road from Long Avenue to Byrd Street; and C) asphalt overlay of Almena Road from Byrd Street to Shenna Boulevard.

II.
SCOPE OF SERVICES

The services and responsibilities to be provided by the CITY and the COUNTY shall be addressed in a separate Construction ILA.

III. **TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2023, unless terminated as described in Section XIII 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 due under this ILA, then the affected party will immediately notify the other party of such occurrence and this 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 annual payments herein agreed upon for which funds shall have been appropriated.

V. **COST**

The COUNTY agrees to reimburse the CITY for the cost of the asphalt materials, barricade and flagging for traffic control, and milling part replacements required for the Project in an amount not to exceed \$295,315.00 in accordance with the reimbursement schedule in Attachment A. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for asphalt materials, barricades and flagging for traffic control, and milling part replacements; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment.

The CITY understands that the CITY will be responsible for any other expenses incurred by the CITY in performing the services under the Construction 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 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 CITY's contractor for this Project.

VII. **ASSIGNMENT**

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

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this 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 ILA and for two years after the completion of the Project.

X.
ENTIRE AGREEMENT

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

XI.
VENUE

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

XII.
SCHEDULING

The CITY agrees that the COUNTY retains control over the reimbursement schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement schedule 30 days in advance. Such notification will be in writing by e-mail or regular mail.

XIII.
TERMINATION

Until funded by the COUNTY as described in Section V, this 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. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Administrator
Tarrant County
100 E Weatherford St
Fort Worth, Texas 76196

CITY:
City Manager
City of River Oaks
4900 River Oaks Boulevard
River Oaks, Texas 76114

XIV.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives or surrenders any of its governmental powers by execution of this ILA.

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

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

CITY OF RIVER OAKS

B. Glen Whitley, County Judge

Joe Ashton, Mayor

J.D. Johnson, Commissioner, Precinct 4

APPROVED AS TO FORM:

Criminal District Attorney's Office*

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:	\$295,315.00

	\$295,315.00**

Auditor's Office

***** Funded by 2006 TBP discretionary funds from Precinct 4***

ATTACHMENT A

Project Information

Jurisdiction: City of River Oaks
Project Name: Long Avenue/Almena Road Reconstructions

Project Schedule

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	Feb-2023	5	Jun-2023

Reimbursement Payment by Phase

Design:	\$0.00
ROW Acquisition:	\$0.00
Utility Relocation:	\$0.00
Construction:	\$ 295,315.00
TOTAL:	\$ 295,315.00*

* Funded by 2006 TBP discretionary funds from Precinct 4

Reimbursement Schedule by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2022	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$145,315.00	\$150,000.00	\$0.00	\$0.00
2024	\$0.00	\$0.00	\$0.00	\$0.00