STATE OF TEXAS §
§
COUNTY OF TARRANT §

Funding Interlocal Agreement for
Knowles Drive Phase I Reconstruction

This 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 funding through the Tarrant County 2021 Transportation Bond Program (2021 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 and the Tarrant County 2021 Transportation Bond Program Policy, as amended;

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 the reconstruction of Knowles Drive Phase 1 from south of Wood Crest Drive to Edwards Drive. The project consists of reconstructing approximately 0.75 mile of existing two-lane asphalt roadway with roadside drainage to a two-lane concrete roadway including curb and gutter, internal drainage, and sidewalk. The intersection of Knowles Drive and WJ Boaz Road will be upgraded from all-way stop to a single-lane roundabout, and a traffic signal will be added to the intersection of Bailey Boswell Road and Knowles Drive. Proposed channel improvements are at Willow Creek Park.

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 construction, right of way acquisition, utility relocation, engineering, planning, surveying and governmental approval costs (collectively referred to as "Costs");

B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;

C. Construction agreement administration, site review, permitting and inspection;

D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;

E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);

F. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;

G. The CITY will invite the COUNTY to project groundbreaking or ribbon cutting events;

H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the project:

"This project is funded by the City of Saginaw and the Tarrant County Commissioners Court through the 2021 Tarrant County Bond Program."

III.
TERM

This ILA shall become effective upon the approval of both parties and shall expire 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.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed $3,550,000.00. The COUNTY's reimbursement will be in accordance with the reimbursement schedule shown in Attachment A. Any reimbursement request from the CITY 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 CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete.

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein.

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 five 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 payment schedule identified in Attachment A. The COUNTY agrees to notify the CITY of any changes to the reimbursement payment schedule 30 days in advance if such changes are the result of COUNTY requirements. Such notification will be in the form of written correspondence 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 Street, Ste. 404
Fort Worth, Texas 76196

CITY:
City Manager
City of Saginaw
333 West McLeroy
Boulevard Saginaw, TX 76179

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

_____
B. Glen Whitley, County Judge

CITY OF SAGINAW

_____
Todd Flippo, Mayor

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:	$2,788,210.00
Fiscal year ending September 30, 2024:	$761,790.00
Fiscal year ending September 30, 2025:	$0.00
Fiscal year ending September 30, 2026:	$0.00

	$3,550,000.00

_____
Auditor's Office

ATTACHMENT A

Project Information

Jurisdiction: City of Saginaw
Project Name: Knowles Drive Phase I Reconstruction

Project Schedule (by month/year)

	Start Date	Duration (mo.)	End Date
Design:	-	-	-
ROW Acquisition:	-	-	-
Construction:	October 2022	15	December 2023

County Payment by Phase*

Design:	$0.00
ROW Acquisition:	$0.00
Construction:	$3,550,000.00
TOTAL:	$3,550,000.00

TBP Funding Category: 2021 Call for Projects

**Invoice Schedule*
Design = Completion of Design Phase
ROW Acquisition = Completion of Property Acquisition and/or utility relocation
Construction =Monthly or quarterly throughout the construction period.
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.

Reimbursement Schedule by Fiscal Year Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
FY2023	$506,950.00	$760,420.00	$760,420.00	$760,420.00	$2,788,210.00
FY2024	$761,790.00	$0.00	$0.00	$0.00	$761,790.00
FY2025	$0.00	$0.00	$0.00	$0.00	$0.00
FY2026	$0.00	$0.00	$0.00	$0.00	$0.00