



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145299
PAGE 1 OF 13
DATE: 5/20/2025

SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND THE CITY OF GRAND PRAIRIE RELATED TO THE NORTH GREAT SOUTHWEST PARKWAY (PHASE II) PROJECT – 2006 AND 2021 TRANSPORTATION BOND PROGRAMS

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and the City of Grand Prairie related to the North Great Southwest Parkway (Phase II) Project – 2006 and 2021 Transportation Bond Program, located in Precinct 2.

BACKGROUND

The City of Grand Prairie has requested funding assistance for the design of the North Great Southwest Parkway (Phase II). The purpose of this agreement will be to fiscally assist with the engineering design of North Great Southwest Parkway from Fountain Parkway to Avenue K.

This project will be funded with 2006 and 2021 Transportation Bond Program (TBP), Precinct 2 discretionary funds of up to \$600,000.00

The term of the ILA is through September 30, 2026, unless terminated or extended per the ILA terms.

This ILA has been reviewed by the Auditor’s Office and approved as to form by the Criminal District Attorney’s Office.

FISCAL IMPACT

The fiscal impact for the project will be \$600,000.00 and \$106,110.13 is available in account 47700-2025 2006 Transportation Bond Election / 6840100000 Transportation / 579061 County Projects with the remaining \$493,889.87 available in account 47800-2025 2021 Transportation Bond Election / 6840100000 Transportation / 579061 County Projects.

SUBMITTED BY	Transportation Services	PREPARED BY:	Sarah VanTassel
		APPROVED BY:	Scott Hall

STATE OF TEXAS § Interlocal Agreement for
§ North Great Southwest Parkway Phase II
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the “COUNTY”, and the City of Grand Prairie, hereinafter referred to as the “CITY”, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2006 Transportation Bond Program (2006 TBP) and 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 construction (or reconstruction) of North Great Southwest Parkway starting from Fountain Parkway to Avenue K. The purpose of the project is for the Phase II engineering design on North Great Southwest Parkway from Fountain Parkway to Avenue K.

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, schematics, 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 project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY with every reimbursement request;
- G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- 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 Grand Prairie and the Tarrant County Commissioners Court through the Tarrant County 2006 and 2021 Transportation Bond Program, Precinct 2: Commissioner Alisa Simmons.”

III. **TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2026, unless terminated as described in Section XII in this 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, then the affected party will immediately notify the other party of such occurrence and this ILA 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 CITY for the actual eligible PROJECT costs in an amount not to exceed \$600,000.00. 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 design phase of the project is complete along with identification of final costs of the design phase. Final reimbursement for the costs of the design phase may be requested by CITY prior to the completion of all construction on the project. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	\$106,110.13 (2006 TBP)
	\$493,889.87 (2021 TBP)
ROW Acquisition:	\$0.00
Construction: _____	\$0.00
TOTAL:	\$600,000.00

TBP Funding Category: 2006 Pct 2 Discretionary and 2021 Pct 2 Discretionary

** 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 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. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

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.
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:
Mayor or City Manager
City of Grand Prairie
300 W Main Street
Grand Prairie, TX 75050

XIII.
SOVEREIGN POWERS

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

XIV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

XV.
EXECUTION OF AGREEMENT

This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

APPROVED on this day the ____ day of _____, 2025, by Tarrant County.

Commissioners Court Order No. _____.

TARRANT COUNTY, TEXAS

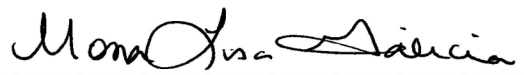
CITY OF GRAND PRAIRIE

Tim O'Hare, County Judge



for Ron Jensen, Mayor Deputy City Manager

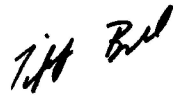
Alisa Simmons, Commissioner Precinct 2



City Secretary

APPROVED AS TO FORM:

Criminal District Attorney's Office*



City Attorney
By Tiffany Bull, Deputy 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, 2025:	\$106,110.13	2006 TBP Discretionary – Pct 2
	\$493,889.87	2021 TBP Discretionary – Pct 2

Auditor's Office



CITY OF GRAND PRAIRIE
ORDINANCE

MEETING DATE: 3/18/2025
PRESENTER: Caryl DeVries, P.E., PTOE, Director of Transportation and Mobility
TITLE: Ordinance amending the FY 2024/2025 Capital Improvements Projects Budget to allocate \$600,000 of unobligated Street Capital Project Funds to the GSWP Avenue K to Fountain Pkwy Project; Authorize an Interlocal Agreement between the City of Grand Prairie and Tarrant County, Texas through which Tarrant County will reimburse Grand Prairie \$600,000 for engineering design costs related to the design of North Great Southwest Parkway Phase 2 from Fountain Parkway to Avenue K
REVIEWING COMMITTEE: (City Council Development Committee on 3/18/2025)

SUMMARY:

Table with 2 columns: Vendor Name, Total Cost. Vendor Name: Tarrant County, Texas; Total Cost: \$600,000

PURPOSE OF REQUEST:

The City of Grand Prairie has a long history of working with Tarrant County to improve roadways. This project is for the design of the northbound lanes of Great Southwest Parkway from Fountain Parkway to Avenue K. This roadway will be a divided 4 lane thoroughfare. The current southbound lanes, which were constructed in 2024, function as a 2-lane undivided roadway (one northbound lane and one southbound lane). This design will provide for 2 lanes northbound and 2 lanes southbound. This agreement is to provide reimbursable funding of \$600,000 from Tarrant County Precinct 2 Discretionary Funds to assist with the design. There is no city match required for these funds. The City is responsible for any cost overruns or other expenses.

The budget amendment will allow the reimbursement to be transferred into the project account

FINANCIAL CONSIDERATION:

Table with 2 columns: Budgeted?, Fund Name. Budgeted? [checked]; Fund Name: Street Capital Project Fund: 400192-02306003

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11603-2024 FOR THE FY 2024/2025 CAPITAL IMPROVEMENTS PROJECTS BUDGET TO ALLOCATE \$600,000 OF UNOBLIGATED FUNDS IN THE STREET CIP FUND TO THE GSWP AVENUE K TO FOUNTAIN PKWY PROJECT

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. The FY 2024/2025 Capital Improvements Projects Budget Street CIP Fund Budget is hereby amended by transferring and appropriating \$600,000 from the unobligated fund balance in the Street CIP Fund to the GSWP Avenue K to Fountain Pkwy project.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 1ST DAY OF APRIL 2025.

Dept: * Transportation Services

Contract ID: 58798

For:

Bid Number:

Contact Name: Jordan Bowens

Contact Phone: * 8139

Contact Email: * jbowens@gptx.org

Vendor Name: Tarrant County Texas

Vendor Email: JLThomas3@tarrantcountytx.gov

Project Name: Tarrant County ILA- GSW Design

Summary:

Permanent Retention *

Yes

No

Contract Amount

\$ 0.00

Total Contract Amount over all terms

\$

Account #

Work Order #

Dates

Implementation Date

4/1/2025

Termination Date

9/30/2026

Council Approval Date

4/1/2025

Contract Approvals

Department Manager:

Caryl Dennis

Date 4/3/2025

City Attorney Signature

Tiffany Bull

Date 4/3/2025

City Manager Signature



Date 4/17/2025

City Secretary Signature



Date 4/17/2025

Legal Reviewer

Which attorney previously reviewed this contract?

Tiffany Bull

Email



November 1, 2024

Alisa Simmons
Tarrant County Precinct 2 Commissioner
700 E. Abram St., Ste. 304
Arlington, TX 76010

RE: Tarrant County Precinct 2 Discretionary Funding Request

Project Limits: N Great Southwest Parkway from Fountain Parkway to Avenue K (Phase 2)

Commissioner Simmons,

The City of Grand Prairie is hereby requesting discretionary funds in the amount of \$600,000 for N. Great Southwest Parkway from Fountain Parkway to Avenue K (Phase 2) engineering. The City of Grand Prairie has the engineering firm of Halff Associates, Inc. ready to engineer the project of N. Great Southwest Parkway from Fountain Parkway to Avenue K (Phase 2).

The tentative date to begin design is December 1, 2024, with an estimated completion time of 180 days. Any funds issued by Tarrant County would be used monthly during the engineering phase to pay project invoices.

As always, we look forward to partnering with Tarrant County Precinct 2. If you have any questions or need additional information, please contact Clark A. Davis, Jr. at cadavis@GPTX.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "William A. Hills".

William A. Hills
City Manager