

STATE OF TEXAS §
 § **Third Renewal of Interlocal Agreement**
 § **Court Order No. 114069**
COUNTY OF TARRANT § **Project: Rufe Snow**

BACKGROUND

1. Tarrant County ("COUNTY") and the City of North Richland Hills ("CITY") entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 114069, for the cooperative funding of improvements to Rufe Snow Drive ("Project") as described in the 2006 Tarrant County Bond Program.
2. The COUNTY and CITY subsequently renewed that Interlocal Agreement two times, the most recent renewal occurring on February 17, 2015, for fiscal year 2015 under Tarrant County Commissioners Court Order No. 119527.
3. The Project is incomplete and the parties desire to renew the Interlocal Agreement for the 2017 Fiscal Year.

Therefore, the COUNTY and CITY agree to the following:

1. The COUNTY and the CITY renew the Interlocal Agreement for the COUNTY's 2017 Fiscal Year, with the Interlocal Agreement expiring September 30, 2017, or upon completion of the Project as determined by the COUNTY, whichever occurs sooner.
2. The COUNTY and CITY agree to the revised payment schedules attached to this Third Renewal.
3. All terms and conditions of the original Interlocal Agreement and subsequent amendments remain in effect except to the extent modified by this Third Renewal.
4. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

APPROVED on this day the _____ day of _____, 20____, by
Tarrant County.

Commissioners Court Order No. _____.

**TARRANT COUNTY
STATE OF TEXAS**

CITY

County Judge

Signature

APPROVED AS TO FORM:

***APPROVED AS TO FORM AND
CONTENT:***

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
\$_____:*

Certification of Funds Available as follows:

Fiscal year ending September 30, 2012	\$
Fiscal year ending September 30, 2013	\$
Fiscal year ending September 30, 2014	\$
Fiscal year ending September 30, 2015	\$
Fiscal year ending September 30, 2016	\$
Fiscal year ending September 30, 2017	\$600,000

	\$600,000

Auditor's Office

ATTACHMENT A

Project Information

City: City of North Richland Hills
Project Name: Rufe Snow Drive Design Phase

Proposed Project Schedule

	Start Date	Duration (mo)	End Date *
Design:	Mar-2008	92	Dec-2015
ROW Acquisition:	-	-	-
Utility Relocation:	-	-	-
Construction:	-	-	-

- * COUNTY payments by completed phase are contingent upon the COUNTY'S reasonable determination that the work regarding the project phase for which payment is expected is successfully completed, as determined by the COUNTY. COUNTY plans to issue debt for all phases of this project, therefore payment remains contingent on debt issuance in accordance with applicable law.

Once Construction commences, COUNTY payment shall be made by fiscal quarter prorated over the life of the construction but contingent upon reasonable progress in construction as may be determined by the COUNTY.

Proposed County Payment by Phase

Design:	\$600,000
ROW Acquisition:	\$
Utility Relocation:	\$
Construction:	\$
County Funding	
Total:	\$600,000

Proposed County Payment by Calendar Quarter (SUBJECT TO CHANGE)

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2010		\$	\$	\$
2011	\$	\$	\$	\$
2012	\$	\$	\$	\$
2013	\$	\$	\$	\$
2014	\$	\$	\$	\$
2015	\$	\$	\$	\$
2016	\$	\$	\$	\$600,000
2017	\$	\$	\$	\$
2018	\$	\$	\$	\$
2019	\$	\$	\$	\$