

**STATE OF TEXAS           §       Funding Interlocal Agreement for**  
**§       Hulen Street and BNSF RR Grade Separation**  
**COUNTY OF JOHNSON   §**

This interlocal agreement (ILA) is entered into between Johnson County, Texas, hereinafter referred to as COUNTY, and the City of Burleson, hereinafter referred to as CITY, and collectively referred to as the “parties”, for the purpose of providing funding through the Johnson County 2024 Transportation Bond Program 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 Johnson 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 Johnson County 2024 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 CITY each have the legal authority to perform 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 grade separation on Hulen Street at BNSF Railroad. The Project involves constructing a four-lane divided roadway section with sidewalks, connecting to an active city widening project for Hulen Street. Additionally, this project includes building an overpass bridge that will enable vehicles to cross over railroad tracks without flooding during flood events.

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

- B. The CITY agrees all services will be performed in accordance with TxDOT’s policies, guidelines, and procedures.
- C. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;
- D. Construction agreement administration, site review, permitting, and inspection;
- E. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;
- F. 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);
- G. A detailed quarterly project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY;
- H. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and
- I. 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 Burleson and the Johnson County Commissioners Court through the Johnson County 2024 Transportation Bond Program.”
- J. Compliance with Laws: In providing the services required by this Agreement, CITY’S Contractor 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’S Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall expire upon project construction completion, unless terminated as described in Section XIII in this ILA 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 100% of the actual eligible project costs in an amount not to exceed \$5,140,000.00. 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 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 Johnson County, Texas.

**XII.**  
**SCHEDULING**

The CITY agrees that the COUNTY retains control over the reimbursement schedule identified in Section V Reimbursement Process. 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 Judge  
Johnson County  
2 North Main Street  
Cleburne, Texas 76033

CITY:  
City Manager  
City of Burleson  
141 W Renfro Street  
Burleson, TX 76028

**XIV.**  
**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.

**APPROVED** on the dates below by Johnson County and the City of Burleson.

**JOHNSON COUNTY, TEXAS**

\_\_\_\_\_  
Christopher Boedeker, County Judge

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
April Long, County Clerk

Date: \_\_\_\_\_

**CITY OF BURLESON**

\_\_\_\_\_  
Chris Fletcher, Mayor

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Amanda Campos, City Secretary

Date: \_\_\_\_\_

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$5,140,000.00**

\_\_\_\_\_  
Steve Watson, County Auditor

Date: \_\_\_\_\_