

**INTERLOCAL COOPERATION AGREEMENT  
FOR DESIGN AND CONSTRUCTION SERVICES OF  
DRAINAGE IMPROVMENTS IN THE CLARK ROAD AREA**

WHEREAS, CROWLEY INDEPENDENT SCHOOL DISTRICT (“District”), a Texas political subdivision, and the City of Fort Worth, a Texas municipal corporation (“City”), each desire that certain drainage improvements are made to the Clark Road neighborhood area (“Clark Road Neighborhood”) in the City of Fort Worth, Tarrant County, Texas, (the “Project”); and

WHEREAS, District is constructing an athletic facility adjacent to the Clark Road Neighborhood within City which has experienced periodic flooding; and

WHEREAS, City has been approached by certain residents in the Clark Road Neighborhood with requests to alleviate flooding issues to protect the residents’ property and homes; and

WHEREAS, District has made appropriate drainage analyses to provide for storm water runoff yet desires to engage with City to better accommodate the Clark Road Neighborhood’s flooding issues; and

WHEREAS, City and District have discussed how the Project will better serve both Parties as well as the area residents during District’s construction of its athletic complex and on an earlier schedule than it might otherwise have been implemented by City; and

WHEREAS, District and City (collectively, the “Parties”) desire to enter into this Interlocal Cooperation Agreement (“Agreement”) in order to accomplish the goals of the Parties; and

WHEREAS, both City and District have authority to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, District has retained the services of Teague, Nall & Perkins, Inc. (“Engineer”) to provide for the final design of the Project and City retained the services of Dunaway Associates, LP to provide for the preliminary design of the Project; and

WHEREAS, District has engaged the services of Steele & Freeman, Inc. (“Construction Contractor”) to construct the Project; and

WHEREAS, the portion of the design and construction cost that corresponds to mitigating the existing flood risk to the Clark Road Neighborhood is appropriately borne by City; and

WHEREAS, City has reviewed the scope, estimated costs, and schedule for the design and construction of the Project and find them to be fair and reasonable; and

WHEREAS, this Agreement may be amended from time to time to accommodate expanded scope and cost participation; and

WHEREAS, construction of the Project will be performed by District and City shall reimburse District for City's portion thereof, as set forth herein, subject to availability of funding; and

WHEREAS, City has committed current funding to the project based on the estimated cost of City's portion of the project.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, City and District do hereby agree as follows:

### GENERAL REQUIREMENTS

- A. The Project will generally consist of drainage improvements in easements and rights of way within City commencing at a point adjacent to District-owned property as further described on **Attachments A1** and **A2** attached hereto.
- B. City is responsible for obtaining easements or providing rights-of-way within City to accommodate the Project. Engineer will perform the survey and prepare the easement documents for City's use to obtain the easements.
- C. The estimated total Project cost is **\$1,755,697**. City and District have agreed to a proportionate share of the joint costs at 81% City and 19% District. City agrees to reimburse District for the cost of City's share of those joint Project costs as listed in Attachment B, in the estimated amount of \$1,320,958. **City also agrees to reimburse District for the City only costs shown in Attachment B that will be fronted by the District which are estimated to be \$51,690.** District may provide monthly invoices to City or, if not, keep City apprised of expenditures on a monthly basis and issue a payment request at final completion of the Project.
- D. When the Project is completed and accepted by City, City shall pay to District the final City portion of the total combined costs of the Project. Payment shall be made within 30 days after final costs are presented, unless a reasonable

dispute exists. City's final payment is subject to city council approval, if necessary.

E. To the extent permitted by law, District will:

a. require Engineer to indemnify City in accordance with Texas Local Government Code Section 271.904. Engineer shall indemnify or hold harmless City against liability for any damage committed by Engineer or Engineer's agent, consultant under contract, or another entity over which Engineer exercises control to the extent that the damage is caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier. City is entitled to recover its reasonable attorney's fees in proportion to Engineer's liability.; and

b. require its Construction Contractor to indemnify and hold City, its officers, agents and employees harmless against any and all suits, actions or claims of any character, including, but not limited to, those for property damage or loss and/or personal injury including death, that may relate to, arise out of or be occasioned by Construction Contractor's acts or omissions or that of any of its affiliates, officers, agents, associates, employees, contractors or subcontractors, related to the Project, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence of both District and City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas.

F. City shall have design review and the right for input at a minimum of 60%, and 90% design milestones. City will provide comments on draft plans to District within 5 business days from receipt of the Project plans.

a. District agrees to follow City's criteria and specifications for stormwater facilities. The design must comply with the City of Fort Worth Stormwater Criteria Manual which can be found at: <https://www.fortworthtexas.gov/departments/tpw/stormwater/iswm>

b. The construction must comply with City of Fort Worth construction standards which can be found at: <https://www.fortworthtexas.gov/departments/tpw/development/contractors>

G. A meeting involving City, District, Engineer, Construction Contractor and the Clark Road Neighborhood Association will be held in order to provide Project information and to answer related questions.

- H. After final acceptance of the Project by City, subject to any warranties or bonds provided to District by Construction Contractor guaranteeing against defects in materials or workmanship, City will be responsible for the general maintenance of the drainage improvements within City easements and rights-of-way.
- I. The Parties acknowledge and agree that the performance by City and District of their respective obligations under this Agreement constitute governmental functions.
- J. All payments, if any, required to be made by District or City hereunder shall be payable from such party's current revenues or other funds lawfully available for such purpose.
- K. The Parties agree that City and District have not waived their respective sovereign or governmental immunity by entering into and performing their respective obligations under this Agreement.

**ACCORDINGLY**, City and District have each caused this instrument to be executed in their respective names by their duly authorized representatives.

*[the remainder of this page is intentionally left blank; signature page to follow]*

EXECUTED and EFFECTIVE as of the date last written by a signatory, below.

**APPROVED:**

**CITY:**

City of Fort Worth

**DISTRICT:**

Crowley I.S.D.

\_\_\_\_\_  
Dana Burghdoff  
Assistant City Manager

\_\_\_\_\_  
Dr. Michael D. McFarland  
Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
William Johnson  
Director, Transp and Public Works Department

\_\_\_\_\_  
Leon Fisher  
Executive Director of Finance

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Douglas W. Black  
Sr. Assistant City Attorney

\_\_\_\_\_  
Kevin O'Hanlon  
Attorney

M&C: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Mary J. Kayser  
City Secretary

**Contract Compliance Manager:**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

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NAME: Mike Bennett, P.E., PMP

TITLE: Project Manager

**List of Attachments to this Agreement**

**Attachment A – Project Description**

**Attachment B - Project Design & Construction Costs Summary**

**[follow]**