

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KELLER, TEXAS
AND THE CITY OF FORT WORTH, TEXAS

STATE OF TEXAS §
COUNTY OF TARRANT §

THIS AGREEMENT is by and between the CITY OF KELLER, a Texas home-rule municipality with its principal office at 1100 Bear Creek Parkway, Keller, Tarrant County, Texas 76248, (KELLER), and the CITY OF FORT WORTH, a Texas home-rule municipality, with its principal office at 200 Texas Street, City Hall, Fort Worth, Tarrant County, Texas 76102 (FORT WORTH).

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, each governing body, in performing governmental functions or in funding the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties, that the undertaking will benefit the public and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, FORT WORTH and KELLER have a common interest to provide improvements to Keller Hicks Road between Katy Road and U.S. Hwy. 377 (Main Street) which straddles the City limit located along the east side of Katy Road; and

WHEREAS, KELLER has procured and provided design plans for the Keller Hicks Road Phase 2 (From Katy Road to US Hwy 377) Paving, Drainage, Signal and Water Improvements project (Keller Hicks Road Phase 2 Improvements) within the limits shown on the attached **Exhibit A: Location Map**; and

WHEREAS, FORT WORTH Council authorized execution of an Interlocal Agreement with City of Keller in amount of \$1,499,303.60 by Mayor and Council Communication (M&C) 21-0904 on November 30, 2021. The City of Keller has since decreased the scope of the project in Keller limits and are agreeing to an amount of \$1,450,363.73.

WHEREAS, KELLER desires for FORT WORTH to construct the portions of the Project within KELLER city limits; and

WHEREAS, KELLER has agreed to pay for 100 percent of the estimated \$1,041,186.09 costs for the construction of the Keller Hicks Road Phase 2 Improvements within the City Limits of KELLER (including 100 percent of the costs of traffic signal improvements at the intersection of Keller Hicks Road and U.S.

Hwy 377 and pedestrian improvements crossing the UPRR at Keller Hicks Road), 50 percent of the estimated \$477,855.28 costs for construction of traffic signal improvements at the intersection of Keller Hicks Road and Katy Road (“Shared Intersection”), plus \$170,250.00 for inspection and materials testing, for a total of \$1,450,363.73 (collectively, “KELLER Project Costs”); and

WHEREAS, KELLER has agreed to acquire all right-of-way, easements, temporary construction easements or rights-of-entry within the City Limits of KELLER necessary to construct the Keller Hicks Road Phase 2 Improvements; and

WHEREAS, FORT WORTH has agreed to pay for 50 percent of the costs for construction of the Shared Intersection improvements, estimated to be \$238,927.64; and

WHEREAS, FORT WORTH has agreed to acquire right-of-way, easements, temporary construction easements or rights-of-entry within the City Limits of FORT WORTH necessary to construct the Shared Intersection Improvements; and

WHEREAS, the costs described in the paragraphs above are detailed in the attached **Exhibit B: Cost Summary**; and

WHEREAS, FORT WORTH has agreed to advertise, bid and award the construction contract for the Keller Hicks Road Phase 2 Improvements and manage, inspect, administer and complete construction of the project; and

WHEREAS, KELLER has agreed to pay FORT WORTH the estimated KELLER Project Costs, with actual costs to be adjusted at final completion of the project.

NOW THEREFORE, in consideration of the above recitals and the premises and agreements, covenants and promises herein set forth, it is agreed as follows:

Section 1. OBLIGATIONS OF KELLER

A. KELLER is responsible for and will provide to FORT WORTH the final design and technical specifications for the Keller Hicks Road Phase 2 Improvements prepared for KELLER by Multatech Engineering, Inc. under separate contract with KELLER.

B. KELLER will timely review change order requests and obtain additional funding for, if necessary, change orders submitted by FORT WORTH for work within KELLER’s city limits. No change order shall be executed without prior approval from Keller.

C. KELLER will conduct periodic inspections and a final review of the Keller Hicks Road Phase 2 Improvements for conformance with KELLER’S design and construction standards and general compliance with construction practices.

D. Upon request for payment, KELLER will provide to FORT WORTH the KELLER Project Costs in a lump sum. KELLER agrees and understands the final project costs will be adjusted for actual cost increases or decreases. The costs include, but are not limited to costs identified in the final bids and approved change orders as well as materials and inspection costs.

E. Upon completion and acceptance of the Keller Hicks Road Phase 2 Improvements by KELLER and FORT WORTH, KELLER shall be responsible for maintenance and operation of the Keller Hicks Road Phase 2 Improvements within the City Limits of KELLER, excluding traffic signals at the Keller Hicks Road and Katy Road intersection.

Section 2: OBLIGATIONS OF FORT WORTH

A. FORT WORTH will ensure the City's contractor constructs the Keller Hicks Road Phase 2 Improvements according to the plans and specifications.

B. FORT WORTH shall procure or cause to be procured, all material, labor and equipment necessary for the construction of the Keller Hicks Road Phase 2 Improvements.

C. FORT WORTH shall arrange for all materials testing and inspections for the Keller Hicks Road Phase 2 Improvements.

D. Upon presentation of same, FORT WORTH shall review any proposed change orders and present to KELLER those which affect the project within KELLER's city limits.

Section 3. TERMS OF AGREEMENT

A. TERM. This AGREEMENT shall be effective upon full execution hereof, as indicated by the dates subscribed by the signatories, and shall continue in force and effect until the Keller Hicks Road Phase 2 Improvements are accepted by KELLER and FORT WORTH;

B. NOTICES. All notices or communications provided for herein may be delivered electronically to KELLER and FORT WORTH or, if mailed, shall be sent to KELLER and FORT WORTH at their respective addresses. For the purposes of mailed notice, the addresses of the parties, are as set forth in the recitals, with Notice to be directed to:

CITY OF KELLER,

Attention: Chad Bartee, P.E.
City Engineer

CITY OF FORT WORTH,

Attention: Mitch Aiton, P.E.
Senior Professional Engineer, Transportation and Public Works Department

C. IMMUNITY. It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives, nor shall be deemed hereby to waive, any privilege, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

D. SEVERABILITY. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. GOVERNING LAW. The validity of the AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

F. PLACE OF PERFORMANCE. All actions to be taken or amounts due under this AGREEMENT shall be performed in Tarrant County, Texas. In the event that any legal proceeding is brought to enforce this AGREEMENT or any provision hereof, the same shall be brought in Tarrant County, Texas.

G. ENTIRE AGREEMENT. This AGREEMENT contains all the terms, commitments and covenants of the parties. Any verbal or written commitment not contained in this AGREEMENT or expressly referred to in this AGREEMENT and incorporated by reference shall have no force or effect.

H. CURRENT REVENUES. The parties hereto shall make payments called for hereunder only from current revenues legally available to each party.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this AGREEMENT to be duly executed, which may be in several counterparts each of which is deemed to be an original, as of the date subscribed by the party whose signature makes this document fully executed.

CITY OF FORT WORTH

By: _____

William Johnson
Assistant City Manager

Date: _____

ATTEST:

By: _____

Jannette Goodall
City Secretary

CITY OF KELLER

By: _____

Mark Hafner
City Manager

Date: _____

ATTEST:

By: _____

Kelly Ballard
City Secretary

CITY'S SEAL)

(CITY'S SEAL)

FORT WORTH 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.

Mitch Aiton
Senior Professional Engineer

APPROVED AS TO FORM and Legality

Douglas W Black
Sr. Assistant City Attorney

APPROVED AS TO FORM and Legality

L. Stanton Lowry
City Attorney

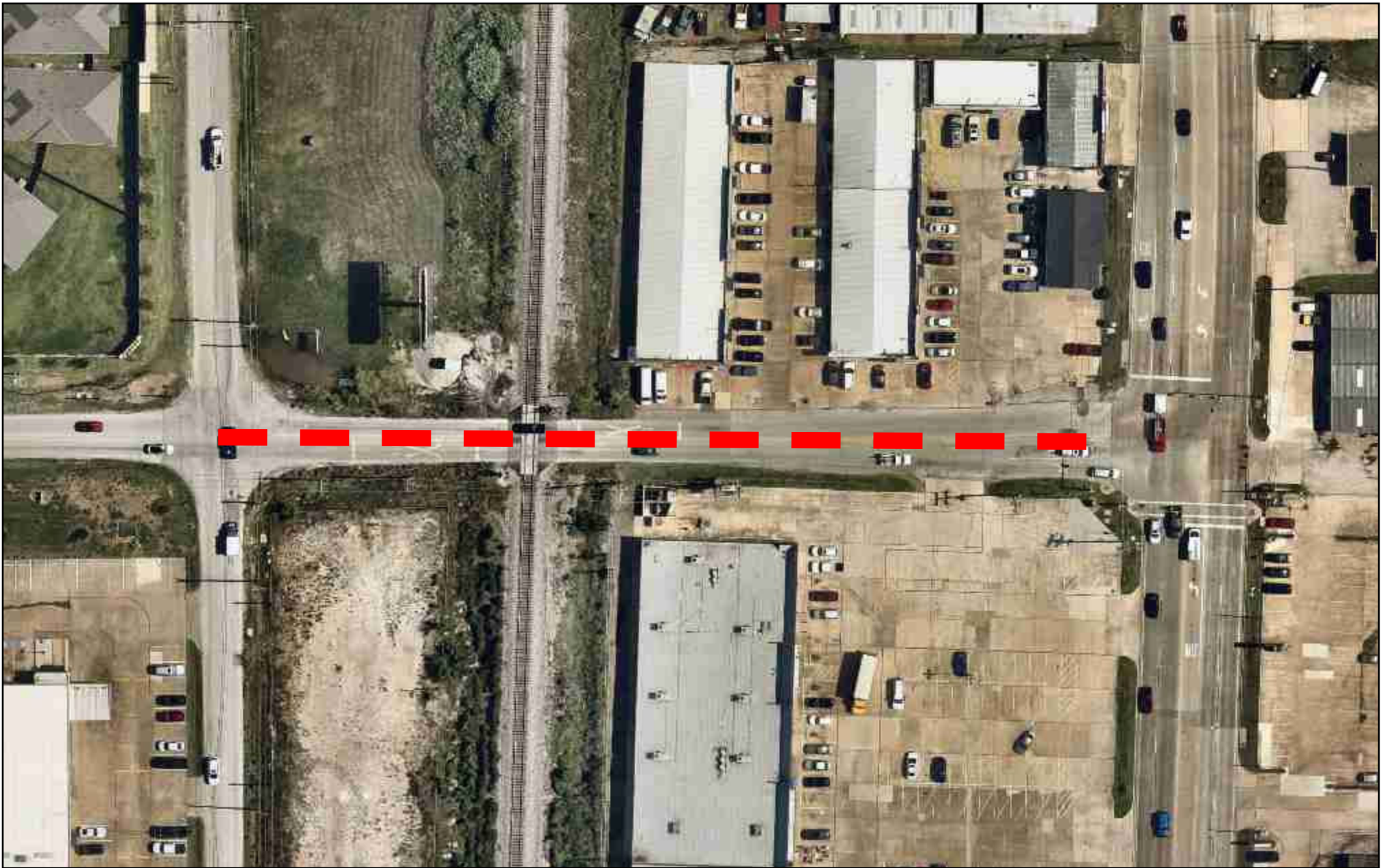
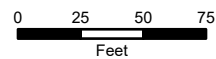


Exhibit A
Keller Hicks Road Ph. 2 Improvements



DISCLAIMER

This data has been compiled for City of Keller. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.

Keller Hicks Road Phase 2 Improvements: KELLER Project Costs and Shared Intersection Cost Summary			
Description of Work	KELLER	FORT WORTH	Total
Keller Hicks Road Ph. 2 Imp. within City Limits of KELLER	\$1,041,186.09		\$1,041,186.09
Keller Hicks Road Ph. 2 Imp. within City Limits of FORT WORTH		\$5,685,582.88	\$5,685,582.88
Traffic Signal Imp. at the Int. of Keller Hicks Rd. and Katy Rd. (50/50 Split)	\$238,927.64	\$238,927.64	\$477,855.28
Traffic Signal Imp. at the Int. of Keller Hicks Road and U.S. Hwy. 377	\$0.00		\$0.00
Pedestrian Imp. at the Keller Hicks Road Crossing of the UPRR			\$0.00
City of KELLER Inspection and Materials Testing Costs	\$170,250.00		\$170,250.00
ROW Acquisition Costs within the City Limits of KELLER (100%)	To Be Determined		To Be Determined
ROW Acquisition Costs within the City Limits of FORT WORTH (100%)		\$ 196,302.20	\$ 196,302.20
Total + Respective ROW Acquisition Costs	\$1,450,363.73	\$6,120,812.72	\$7,571,176.45

Exhibit B - Cost Summary