

**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF FORT WORTH AND
THE KELLER INDEPENDENT SCHOOL DISTRICT FOR AN INTERIM TRAFFIC
CONGESTION MITIGATION PROGRAM**

This Agreement is entered into by and between the City of Fort Worth ("CITY"), acting by and through Dale Fisseler, its duly authorized Assistant City Manager, and Keller Independent School District ("KISD"), acting by and through David Farmer, President of its Board of Trustees, both of Tarrant County, State of Texas. CITY and KISD may be referred to herein individually as a party, or collectively as the parties.

WHEREAS, new KISD schools opened at or near Keller Hicks and Alta Vista in the City of Fort Worth for the 2006 – 2007 KISD school year; and

WHEREAS, as of the KISD school opening date, the construction of sidewalks and signalization to promote safe crossing and traffic mitigation at Keller Hicks and Alta Vista were not complete; and

WHEREAS, the parties desire implementation of a temporary traffic mitigation program until the construction of sidewalks along the east of Alta Vista between Bray Birch and Keller Hicks, and the installation of a traffic control device at the intersection of Keller Hicks and Alta Vista (the "Improvements") have been completed; and

WHEREAS, the parties agree that traffic congestion mitigation will result from the provision of a pay-per-ride bus service to the KISD students living less than two miles of and attending Trinity Meadows Intermediate, Trinity Springs Middle and Independence Elementary schools (the "Bus Service"); and

WHEREAS, pursuant to an agreement with KISD, Durham School Services will provide the Bus Service and KISD will supply the fuel for the Bus Service from August 9, 2006 until the completion of the Improvements. Durham School Services will invoice KISD monthly for the Bus Service; and

WHEREAS, pursuant to the terms of this Agreement, CITY will reimburse KISD for the Bus Service and the required fuel provided from August 21, 2006 until the completion of the Improvements or until such time that the cost of the Bus Service and required fuel totals \$120,000.00, whichever occurs first; and

WHEREAS, each party shall make payments from current revenues legally available to that party.

NOW THEREFORE, CITY and KISD agree as follows:

1.

Pursuant to an agreement with KISD, Durham School Services will provide the Bus Service. The Bus Service shall begin August 9, 2006. KISD agrees that the Bus Service will be free to the users from August 9 – 18, 2006. KISD will supply the fuel for the Bus Service. Durham School Services will invoice KISD monthly for the Bus Service provided.

After October 1, 2006, KISD will submit an invoice to CITY for the Bus Service and required fuel provided from August 21, 2006 until the completion of the Improvements or until such time that the cost of the Bus Service and the required fuel totals \$120,000.00, whichever occurs first.

2.

CITY will reimburse KISD for the Bus Service and the required fuel from August 21, 2006 until the completion of the Improvements or until such time that the cost of the Bus Service and fuel required total \$120,000.00, whichever occurs first. In no event shall CITY's financial responsibility under this Agreement exceed \$120,000.00.

3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or KISD other than claims for which the Texas Tort Claims Act may impose liability.

4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

5.

Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever.

6.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed and remains in force and effect until the completion of the subject matter contemplated herein or the expiration of one year, whichever occurs first.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXECUTED this _____ day of _____, 2006.

ATTEST:

KELLER ISD,

David Farmer
Board President

AUTHORIZATION:

APPROVED AS TO FORM
AND LEGALITY:

Thomas E. Myers
Bracket & Ellis

ATTEST:

CITY OF FORT WORTH

Marty Hendrix
City Secretary

Dale Fisseler
Assistant City Manager

AUTHORIZATION:

APPROVED AS TO FORM
AND LEGALITY:

CP #259, 8/8/06

Amy J. Ramsey
Assistant City Attorney