

# Board Information Item

	Information Packet	Board Agenda Information	Board Agenda Action	Board Agenda Consent
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 02/23/2026	<input type="checkbox"/>
<b>Subject:</b>	Consider and Approve the Supplement to the Interlocal Agreement Between the City of Grapevine and Grapevine-Colleyville ISD to Maintain the Common Conduit System in the City of Grapevine Rights-of-Way			
<b>Contact Person:</b>	Paula Barbaroux, Chief Operations Officer Michael Jagoditsh, Director of Data Systems			
<b>Policy/Code:</b>	Interlocal Cooperation Act, Chapter 791 of the Texas Government Code			
<b>Priority and Performance Objective:</b>	Priority 4: Strong Financial Stewardship and Internal System Efficiency Objective 4.1: Transparent Financial Stewardship			
<b>Summary:</b>	<p>In May 2015, GCISD and the City of Grapevine (City) entered an Interlocal Agreement (“Agreement”) to construct a common conduit system within the City’s rights-of-way, and on City and District properties. The parties jointly funded construction of fiber and fiber infrastructure with the City self-performing the work. Additionally, the parties approved an Interlocal Agreement with the City of Colleyville (Colleyville) to install the same fiber and fiber infrastructure within Colleyville rights-of-way for the benefit of GCISD schools and Colleyville’s municipal buildings.</p> <p>The fiber system has been completed for the City and GCISD. A portion of the work remains to be completed for Colleyville. The proposed Supplement to the Interlocal Agreement (“Supplement”) of 2015 is strictly for the purpose of maintaining, repairing, and performing damage prevention for the fiber infrastructure in the City rights-of-way. The proposed</p>			

Supplement outlines the responsibilities of both parties regarding ongoing maintenance of the system and allocates remaining funding in the project for the maintenance of the rights-of-way and completion of the Colleyville project on Hall Johnson Road. Appendix A of the Supplement details the fiber infrastructure of each party and that which is owned jointly by the parties and must be maintained.

In the near future, the District will have to enter into a License Agreement with the Dallas Area Rapid Transit (“DART”) for the area of the fiber infrastructure that is under DART property. The City has already executed a License Agreement with DART for the same area. These licenses ensure access to the fiber loop in the city. The technology budget will account for the future license cost at an estimated \$4,000 for the first year, with increases expected annually.

**Attachments:**

Supplement to the Interlocal Agreement of 2015

**Recommendation:**

The recommendation is for the Board of Trustees to approve the Supplement to the Interlocal Agreement between GCISD and the City of Grapevine for the maintenance, repair, and damage prevention of the fiber infrastructure constructed within the City of Grapevine rights-of-way.

**STATE OF TEXAS  
COUNTY OF TARRANT**

**SUPPLEMENT TO INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GRAPEVINE AND THE GRAPEVINE-  
COLLEYVILLE INDEPENDENT SCHOOL DISTRICT**

This Supplement to the Agreement entered into the 21<sup>st</sup> day of May 2015, (the “Supplemental Agreement”) by and between the CITY OF GRAPEVINE, TEXAS a municipal corporation, hereafter referred to as the “City” or “Grapevine” and the GRAPEVINE-COLLEYVILLE INDEPENDENT SCHOOL DISTRICT, and independent school district located in Tarrant County, Texas, hereafter referred to as “GCISD” or “District” and located partially within the City of Grapevine and jointly, referred to as the “Parties”, is entered into on the date of signature. The Agreement of May 21, 2015, (alternatively referred to as the “Fiber Project”) is incorporated as if fully set forth herein.

WHEREAS, GCISD and the City execute this Supplement to the May 21, 2015 Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, and in accordance with purchasing statutes regulating the Parties and subject to the availability of current revenues;

WHEREAS, it is beneficial for the City and GCISD to share the common conduit system where possible;

WHEREAS, the Interlocal Cooperation Act authorizes governmental entities to enter into interlocal cooperation agreements for administrative and governmental functions and services;

WHEREAS, the Grapevine City Council approved this Agreement at a City Council meeting that had been posted and met the requirements of the Texas Open Meetings Act;

WHEREAS, the Grapevine-Colleyville Independent School District approved this Supplemental Agreement at a Board meeting that had been posted and met the requirements of the Texas Open Meetings Act;

WHEREAS, the City and the District have both determined that the Agreement of May 21, 2015, and this Supplement thereto, serve an important public purpose and desire to work cooperatively with respect to the subject matter thereof;

NOW, THEREFORE, in consideration of the mutual premises and agreements, covenants, and promises set forth herein, and the mutual benefits hereof flowing to both the City and the District, together with other good and valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

**I.  
DEFINITIONS**

1. "City" means City of Grapevine, Texas.
2. "GCISD" means the Grapevine-Colleyville Independent School District.

**II.  
PURPOSE**

The purpose of this Supplemental Agreement is to establish a maintenance agreement and to identify responsibilities between the parties to maintain, repair, and perform damage prevention for the fiber infrastructure constructed pursuant to the May 21, 2015, Agreement concerning the Fiber Project within the City of Grapevine that includes over 40 miles of fiber and conduit and 550 pull boxes through the City of Grapevine (Appendix A). Based upon certain legal considerations, such as the City's right to occupy and use the City rights-of-way, and other rights-of-way under appropriate permission to do so, the City and GCISD shall own the facilities located in the City rights-of-way and shall authorize the use of the conduit and fiber optic cable pursuant to the terms of this Supplemental Agreement.

**III.  
DUTIES OF THE PARTIES**

**GCISD Duties**

1. GCISD will reimburse the City for half the cost of labor and benefits for one full-time Line Locator Position in an amount of \$35,000 annually, payable on October 1<sup>st</sup>.
2. On the occasion that fiber in the City of Grapevine right-of-way is damaged, GCISD shall be responsible for the repair (splice) of GCISD-owned fiber at break locations within 24 hours of the break or as soon as possible. GCISD shall only be responsible for the maintenance of GCISD-owned fiber. The City of Grapevine will make all other repairs and restorations to the affected area within the right-of-way.
3. GCISD is responsible for the maintenance and repair of all conduits, fiber, and pull boxes on GCISD property.

**City of Grapevine Responsibilities**

1. The City shall retain the Ford F-250 Crew Cab truck purchased through the Fiber project as the Line Locator Vehicle.
2. The City will be responsible for all maintenance, fuel, and future replacement of the Line Locator Vehicle;

3. The City shall purchase all line locate equipment at a cost of \$13,500.00 with surplus funding from the Fiber Project. The City shall be responsible for maintenance and future replacement of said equipment.
4. The City shall locate all fiber within the City's public right of way consistent with industry best practice.
5. The City shall be responsible for maintenance and repair of City fiber and of the fiber infrastructure located in the City's established right-of-way. These maintenance and repair responsibilities include, but are not limited to, excavation and repair of City fiber at a break location within 24 hours after a break or as soon as possible, repair of fiber, conduits, boxes, and restoration of damage to the right-of-way and street as soon as possible.
6. The City shall provide an annual report of work completed to GCISD. The report will be provided from the City OpenGov work order management system and include information about locates and repairs for the previous year.
7. Dedicated Fund: The City shall establish a dedicated fund to be used for repair and to restore infrastructure and the right of way in the event of emergency / unplanned damage to the fiber infrastructure in the City of Grapevine right of way. This dedicated fund will be initially funded with surplus from the Fiber Project in the amount of \$50,000. In the event that this amount is depleted, the parties will pay, not later than Sept 30 of each year, \$25,000 for emergency maintenance/repair costs, or an amount agreed upon by both parties. If both parties do not agree to a different amount for maintenance and repair, the above amount shall apply.

#### IV. TERMS AND CONDITIONS

1. Each party paying for the performance of the governmental functions or services as set forth in this Supplemental Agreement will make all payments from current revenues available to the paying party.
2. Purchasing. The parties agree that each party shall abide by any and all competitive purchasing laws applicable to the party instigating the construction, maintenance or repair of the system. The parties further agree that all payments shall be from the designated fund.
3. This Supplemental Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Supplemental Agreement. Any oral or written commitment not contained in this Supplemental Agreement or expressly referred to in this Supplemental Agreement and incorporated by reference shall have no force or effect. This Supplemental Agreement contains the entire agreement of the parties with respect to the matters



signing this Supplemental Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

10. In case any one or more of the provisions contained in this Supplemental Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Supplemental Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
11. Each signatory represents this Supplemental Agreement has been read by the party for which this Supplemental Agreement is executed and that such party has had an opportunity to confer with its counsel.
12. The Term of the Agreement shall be for five (5) years. The parties may agree to annual renewals of this Supplemental Agreement. At least one hundred and eighty (180) days before the end of the Term, the parties will meet to discuss the renewal of the Supplemental Agreement, and each party will provide the other party with notice of its intent not to renew the Supplemental Agreement within one hundred twenty (120) days before the expiration of the Supplemental Agreement. Otherwise, the parties will work collaboratively to renew and extend the Supplemental Agreement.
13. City and GCISD hereby acknowledge and agree that they are each governmental entities, subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. They further agree that, notwithstanding any other language in this Supplemental Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Supplemental Agreement in each Party's formally and final approved budget in any fiscal year subsequent to that in which each Party's funds for this Supplemental Agreement were first allocated, any such Party may immediately and without penalty terminate this Supplemental Agreement; provided, however, that in no event shall such termination be effective earlier than the last date for which terminating Party's funds have already been allocated under an existing formally and finally approved budget. Should this Supplemental Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the termination Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.
14. The Parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Supplemental Agreement.

15. This Supplemental Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Supplemental Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Supplemental Agreement are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED hereto on the day and year shown above.

Grapevine-Colleyville ISD

City of Grapevine, Texas

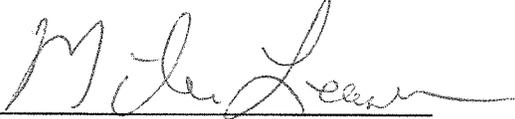
By: \_\_\_\_\_  
President, Board of Trustees

By: \_\_\_\_\_  
Bruno Rumbelow, City Manager

Attest:

Attest:

APPROVED AS TO FORM:



Mike Leasor, Leasor and Crass

APPROVED AS TO FORM:



Matthew C. G. Boyle, Boyle & Lowry,  
L.L.P.

Appendix A

**UPON COMPLETION OF PROJECT - JUNE 2025**

<b>Pipe &amp; Fiber in Fiber Project within Grapevine City Limits</b>			
<b>FIBEROWN</b>	<b>STATUS</b>	<b>LINEAR FEET</b>	<b>LINEAR MILES</b>
GCISD	Pipe & Fiber Installed	30164.20	5.71
GCISD	Pipe Installed	0.00	0.00
	<b>TOTAL</b>	<b>30164.20</b>	<b>5.71</b>

<b>FIBEROWN</b>	<b>STATUS</b>	<b>LINEAR FEET</b>	<b>LINEAR MILES</b>
GCISD/Grapevine	Pipe & Fiber Installed	97257.60	18.42
GCISD/Grapevine	Pipe Installed	1161.60	0.22
	<b>TOTAL</b>	<b>98419.20</b>	<b>18.64</b>

<b>FIBEROWN</b>	<b>STATUS</b>	<b>LINEAR FEET</b>	<b>LINEAR MILES</b>
Grapevine	Pipe & Fiber Installed	85827.71	16.26
Grapevine	Pipe Installed	0.00	0.00
Grapevine	Future Installs	0.00	0.00
	<b>TOTAL</b>	<b>85827.71</b>	<b>16.26</b>