

**THIS IS MEANT TO REPRESENT AN EXAMPLE OF CIRCUMSTANCES AND TO BE USED AS A REFERENCE ONLY. PROJECT SPECIFIC CIRCUMSTANCES WILL LIKELY RESULT IN LANGUAGE CHANGES WITHIN THE DOCUMENT.**

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

Received Time: \_\_\_\_\_

**Developer and Project Information Cover Sheet:**

Developer Company Name:			
Address, State, Zip Code:			
Phone & Email:			
Authorized Signatory, Title:			
Project Name:			
Brief Description:			
Project Location:			
Plat Case Number:		Plat Name:	
Mapsco:		Council District:	
CFA Number:	[CFA #]	City Project Number:	[City Project #]

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City Contract Number: \_\_\_\_\_

**STANDARD COMMUNITY FACILITIES AGREEMENT**

This **COMMUNITY FACILITIES AGREEMENT** (“Agreement”) is made and entered into by and between the **City of Fort Worth** (“City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and **Molly, LLC**. (“Developer”), acting by and through its duly authorized representative. City and Developer are referred to herein individually as a “party” and collectively as the “parties.”

**WHEREAS**, Developer is constructing private improvements or subdividing land within the corporate limits of Fort Worth, Texas or its extraterritorial jurisdiction, for a project known as **Molly’s Corral** (“Project”); and

**WHEREAS**, as a condition of approval of the Project, Developer is required to remove an existing 2-inch force main serving the Project’s clubhouse that is located within the corporate limits of the City of Fort Worth as described in this Agreement (“Community Facilities” or “Improvements”); and

**Commented [ORD1]:** The WHEREAS clauses will outline specific requirements for any entity party to the agreement.

**WHEREAS**, the City desires to ensure that all developments are adequately served by public infrastructure and that the public infrastructure is constructed according to City standards; and

**WHEREAS**, as a condition of approval of the Project, Developer is required to bear a portion of the costs of municipal infrastructure by constructing the public infrastructure necessary for the Project as described in this Agreement (“Community Facilities” or “Improvements”); and

**WHEREAS**, as a condition of approval of the Project, Developer is required to meet the additional obligations contained in this Agreement, and Developer may be required to make dedications of land, pay fees or construction costs, or meet other obligations that are not a part of this Agreement; and

**WHEREAS**, the City is not participating in the cost of the Improvements or Project; and

**WHEREAS**, the Developer and the City desire to enter into this Agreement in connection with the collective Improvements for the Project;

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

**1.**  
**CFA Ordinance** \_\_\_\_\_

**Commented [ORD2]:** All requirements and guidelines outlined in this document are reflective of the CFA Ordinance. If this agreement conflicts with the Ordinance, the City will follow requirements provided in the Ordinance.

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The Community Facilities Agreements Ordinance (“CFA Ordinance”), as amended, is incorporated into this Agreement by reference, as if it was fully set out herein. Developer agrees to comply with all provisions of the CFA Ordinance in the performance of Developer’s duties and obligations pursuant to this Agreement and to cause all contractors hired by Developer to comply with the CFA Ordinance in connection with the work performed by the contractors. If a conflict exists between the terms and conditions of this Agreement and the CFA Ordinance, the CFA Ordinance shall control.

**2. Incorporation of Engineering Plans**

The engineering plans for the Improvements that have been approved by the City (“Engineering Plans”) are incorporated into this Agreement by reference as if fully set out herein. Developer shall provide at its expense, unless otherwise agreed to by City, all engineering drawings and documents necessary to construct the Improvements required by this Agreement.

**Commented [ORD3]:** The Developer is responsible for supplying all City approved engineering drawings and documents to construct Improvements associated with the Project.

**3. Description of Improvements; Exhibits and Attachments**

The following exhibits describe the general location, nature and extent of the Improvements that are the subject of this Agreement and are attached hereto and incorporated herein by reference:

- Exhibit A: Water
- Exhibit B: Sewer
- Exhibit C: Paving
- Exhibit D: Storm Drain
- Exhibit E: Street Lights & Signs
- Exhibit F: Traffic Signal & Striping

**Commented [ORD4]:** The Developer is responsible for supplying all City approved exhibits, map(s) and cost estimates associated with Project Improvements.

The Location Map and Cost Estimates are also attached hereto and incorporated herein by reference. To the extent that Exhibits A, B, C, D, E, F, the Location Map, or the Cost Estimates conflict with the Engineering Plans, the Engineering Plans shall control. If applicable, Attachment 1 – Changes to Standard Community Facilities Agreement, Attachment 2 – Phased CFA Provisions, and Attachment 3 – Concurrent CFA Provisions, are attached hereto and incorporated herein for all purposes.

**4. Construction of Improvements**

Developer agrees to cause the construction of the Improvements contemplated by this Agreement and that said construction shall be completed in a good and workmanlike manner and in accordance with all City standards and specifications, the Engineering Plans, the Cost Estimates provided for the Improvements, and this Agreement. Developer acknowledges that City will not accept the Improvements until the City receives affidavits and lien releases signed by Developer’s contractors verifying that the contractors, and all subcontractors and material suppliers, have been paid in full for constructing the Improvements, and consent of the surety on payment and performance bonds provided for the Improvements.

**Commented [ORD5]:** The Developer will:

- Construct Improvements secured in the Agreement
- Cause the construction of Improvements adhering to all City Standards and Specifications
- Provide verification that contractors, subcontractors, and relevant suppliers have been paid in full for the construction of these Improvements



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5.  
[Financial Guarantee]

Developer has provided the City with a financial guarantee in the form and amounts set forth in this Agreement which guarantees the construction of the Improvements and payment by Developer of all contractors, subcontractors, and material suppliers for the Improvements ("Financial Guarantee"). Developer shall keep the Financial Guarantee in full force and effect until released by the City and shall not reduce the amount of the Financial Guarantee unless authorized by the City in accordance with the CFA Ordinance.

**Commented [ORD6]:** The Developer will provide a financial guarantee securing the Improvements in the Agreement, per Section 9-308 of the Community Facilities Agreement Ordinance.

6.  
[Completion Deadline; Extension Periods]

This Agreement shall be effective on the date this Agreement is executed by the City's Assistant City Manager ("Effective Date"). Developer shall complete construction of the Improvements and obtain the City's acceptance of the Improvements within two (2) years of the Effective Date ("Term"). If construction of the Improvements has started during the Term, the Developer may request that this Agreement be extended for an additional period of time ("Extension Period"). All Extension Periods shall be agreed to in writing by the City and the Developer as set forth in a written amendment to this Agreement. In no event shall the Term of this Agreement plus any Extension Periods be for more than three years.

**Commented [ORD7]:** Community Facility Agreements are executed for two years and can be renewed for up to one additional year via amendment.

**Commented [ORD8]:** Staff will modify the highlighted term if the project is using a Letter of Credit (LOC) with no automatic renewal provision. Per the ordinance, the LOC term MUST be no less than (90) days after the CFA expires. If not, we have to adjust the CFA term to end (90) days from when the LOC expires.

7.  
[Failure to Construct the Improvements]

- (a) The City may utilize the Developer's Financial Guarantee to cause the completion of the construction of the Improvements if at the end of the Term, and any Extension Periods, the Improvements have not been completed and accepted by the City.
- (b) The City may utilize the Developer's Financial Guarantee to cause the completion of the construction of the Improvements or to cause the payment of costs for construction of the Improvements before the expiration of the Term, and any Extension Period, if the Developer breaches this Agreement, becomes insolvent, or fails to pay costs of construction.
- (c) If the Financial Guarantee is a Completion Agreement and the Developer's contractors or suppliers are not paid for construction costs or materials supplied for the Improvements the contractors and suppliers may place a lien upon any property which the City does not have an ownership interest that is the subject of the Completion Agreement.
- (d) Nothing contained herein is intended to limit the Developer's obligations under the CFA Ordinance, this Agreement, the Financial Guarantee, Developer's agreements with Developer's contractors, or other related agreements.

**Commented [ORD9]:** CFAs are financially guaranteed to ensure construction of the improvements to City standards and payment of contractors/suppliers for work completed. The Developer is required to provide a financial guarantee prior to CFA execution.

8.  
[Termination]

**Commented [ORD10]:** A Developer may terminate this agreement if:  
• Contractor has not started construction  
• Final Plat(s) have been vacated  
The City will collect fees for time spent on the Project and execute a termination of the agreement prior to releasing the financial guarantee used to execute the Agreement.

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If Developer desires to terminate this Agreement before Developer's contractors begin constructing the Improvements, Developer agrees to the following:

- (a) that Developer and City must execute a termination of this Agreement in writing;
- (b) that Developer will vacate any final plats that have been filed with the county where the Project is located; and
- (c) to pay to the City all costs incurred by the City in connection with this Agreement, including time spent by the City's inspectors at preconstruction meetings.

**9.**  
**Award of Construction Contracts**

**Commented [ORD11]:** Requirements for the Developer to follow when awarding construction contracts for improvements outlined in the agreement.

- (a) Developer will award all contracts for the construction of the Improvements and cause the Improvements to be constructed in accordance with the CFA Ordinance.
- (b) Developer will employ construction contractors who meet the requirements of the City to construct the Improvements including, but not limited, to being prequalified, insured, licensed and bonded to construct the Improvements in the City.
- (c) Developer will require Developer's contractors to provide the City with payment and performance bonds naming the City and the Developer as dual obligees, in the amount of one hundred percent (100%) of the cost of the Improvements as required by the CFA Ordinance. The payment and performance bonds shall guarantee construction of the Improvements and payment of all subcontractors and material suppliers. Developer agrees to require Developer's contractors to provide the City with a maintenance bond naming the City as an obligee, in the amount of one hundred percent (100%) of the cost of the Improvements, that guarantees correction of defects in materials and workmanship for the Improvements by the contractor and surety for a period of two (2) years after completion and final acceptance of the Improvements by the City. All bonds must be provided to the City before construction begins and must meet the requirements of the City's Standard Conditions, Chapter 2253 of the Texas Government Code, and the Texas Insurance Code.
- (d) Developer will require Developer's contractors to provide the City with insurance equal to or in excess of the amounts required by the City's standard specifications and contract documents for developer-awarded infrastructure construction contracts. The City must be named as an additional insured on all insurance policies. The Developer must provide the City with a Certificate of Insurance (ACORD or form approved by the State of Texas), supplied by each contractor's insurance provider, which shall be made a part of the Project Manual.
- (e) Developer will require the Developer's contractors to give forty-eight (48) hours' advance notice of their intent to commence construction of the Improvements to the City's Construction Services Division so that City inspection personnel will be available. Developer will require Developer's contractors to allow construction of the Improvements to be subject to inspection at any and all times by the City's inspectors. Developer will require Developer's contractors to not install or



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relocate any sanitary sewer, storm drain, or water pipe unless a City inspector is present and gives consent to proceed, and to allow such laboratory tests as may be required by the City.

- (f) Developer will not allow Developer's contractors to begin construction of the Improvements until a notice to proceed to construction is issued by the City.
- (g) Developer will not allow Developer's contractors to connect buildings to service lines of sewer and water mains constructed pursuant to this Agreement, if any, until said sewer, water mains and service lines have been completed to the satisfaction of the City.

**10.**  
**Utilities**

**Commented [ORD12]:** Any and all utility installation, relocation and/or adjustment is the responsibility of the Developer.

Developer shall cause the installation or adjustment of utilities required to: (1) serve the Project; and (2) to construct the Improvements required herein. City shall not be responsible for payment of any costs that may be incurred by Developer in the relocation of any utilities that are or may be in conflict with any of the Improvements to be constructed pursuant to this Agreement.

**11.**  
**Easements and Rights-of-Way**

**Commented [ORD13]:** Easement and/or Right(s)-of-Way acquisition for dedication is the responsibility of the Developer.

Developer agrees to provide, at its expense, all necessary rights-of-way and easements required for the construction and dedication to the City of the Improvements provided for by this Agreement.

**12.**  
**Liability and Indemnification**

**Commented [ORD14]:** The Developer assumes all liability associated with the Project.

- (a) **DEVELOPER HEREBY RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FOR ANY INADEQUACIES IN THE PRELIMINARY PLANS, SPECIFICATIONS, ENGINEERING PLANS, AND COST ESTIMATES SUPPLIED BY THE DEVELOPER FOR THIS AGREEMENT.**
- (b) **THE DEVELOPER COVENANTS AND AGREES TO, AND BY THESE PRESENTS DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER, WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSONS, INCLUDING DEATH, OR TO ANY PROPERTY, RESULTING FROM OR IN CONNECTION WITH THE CONSTRUCTION, DESIGN, PERFORMANCE OR COMPLETION OF ANY WORK TO BE PERFORMED BY SAID DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, OFFICERS, AGENTS OR EMPLOYEES, OR IN CONSEQUENCE OF ANY FAILURE TO PROPERLY SAFEGUARD THE WORK, OR ON ACCOUNT OF ANY ACT, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF SAID DEVELOPER, ITS CONTRACTORS, SUB-CONTRACTORS, OFFICERS, AGENTS OR EMPLOYEES, WHETHER OR NOT SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE CITY OF FORT WORTH, ITS OFFICERS, SERVANTS, OR EMPLOYEES.**

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- (c) *DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE CONSTRUCTION OF THE IMPROVEMENTS CONTEMPLATED HEREIN, WHETHER OR NOT SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OF THE CITY OF FORT WORTH, ITS OFFICERS, SERVANTS, OR EMPLOYEES. FURTHER, DEVELOPER WILL REQUIRE ITS CONTRACTORS TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES SUFFERED BY THE CITY OR CAUSED AS A RESULT OF SAID CONTRACTORS' FAILURE TO COMPLETE THE WORK AND CONSTRUCT THE IMPROVEMENTS IN A GOOD AND WORKMANLIKE MANNER, FREE FROM DEFECTS, IN CONFORMANCE WITH THE CFA ORDINANCE, AND IN ACCORDANCE WITH ALL PLANS AND SPECIFICATIONS.*

**13.**

**Right to Enforce Contracts**

Upon completion of all work associated with the construction of the Improvements, Developer will assign to the City a non-exclusive right to enforce the contracts entered into by Developer with its contractors, along with an assignment of all warranties given by the contractors, whether express or implied. Further, Developer agrees that all contracts with any contractor shall include provisions granting to the City the right to enforce such contracts as an express intended third-party beneficiary of such contracts.

**Commented [ORD15]:** To ensure maintenance of the improvements, the City requires the Developer to assign the non-exclusive right to enforce contracts, including warranties.

**14.**

**Estimated Fees Paid by Developer; Reconciliation**

Prior to execution of this Agreement, Developer has paid to the City the estimated cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees in the amounts set forth in the Cost Summary section of this Agreement. Upon completion of the construction of the Improvements, the City will reconcile the actual cost of administrative material testing service fees, construction inspection service fees, and water testing lab fees with the estimated fees paid by Developer. If the actual costs of the fees are more than the estimated payments made by the Developer, the Developer must pay the difference to the City before the Improvements will be accepted by the City. If the actual costs of the fees are less than the estimated payments made by the Developer, the City will refund the difference to the Developer. If the difference between the actual costs and the estimated payments made by the Developer is less than fifty dollars (\$50.00), the City will not issue a refund and the Developer will not be responsible for paying the difference. The financial guarantee will not be released by the City or returned to the Developer until reconciliation has been completed by the City and any fees owed to the City have been paid by the Developer.

**Commented [ORD16]:** The difference between the total fee amount collected prior to CFA execution and the final cost associated with construction inspection days and applicable testing fees is contractually the responsibility of the Developer. This amount is due before a Notice of Completion (AKA Green Sheet) will be released.

**15.**

**Material Testing**

The City maintains a list of pre-approved material testing laboratories. The Developer must contract with material testing laboratories on the City's list. Material testing laboratories will provide copies of all test results directly to the City and the Developer. If the Improvements being constructed fail a test,

**Commented [ORD17]:** Required material testing must be completed by a material testing laboratory approved and listed by the City.



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the Developer must correct or replace the Improvements until the Improvements pass all retests. The Developer must pay the material testing laboratories directly for all material testing and retesting. The City will obtain proof from the material testing laboratories that the material testing laboratories have been paid in full by the Developer before the City will accept the Improvements.

**16.  
Notices**

All notices required or permitted under this Agreement may be given to a party by hand-delivery or by mail, addressed to such party at the address stated below. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:  
Development Services  
Contract Management Office  
City of Fort Worth  
100 Fort Worth Trail  
Fort Worth, Texas 76102

DEVELOPER:  
Molly, LLC.  
100 Stockyards Way  
Fort Worth, TX 76104

With copies to:

City Attorney's Office  
City of Fort Worth  
100 Fort Worth Trail  
Fort Worth, Texas 76102

and

City Manager's Office  
City of Fort Worth  
100 Fort Worth Trail  
Fort Worth, Texas 76102

Or to such other address one party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

**17.  
[Right to Audit]**

Developer agrees that, until the expiration of three (3) years after acceptance by the City of the Improvements constructed pursuant to this Agreement, that the City shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Developer involving transactions relating to this Agreement. Developer agrees that the City shall have access during normal working hours to all necessary Developer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Developer reasonable advance notice of intended audits.

**Commented [ORD18]:** If necessary, the City reserves the right to audit relevant information associated with the improvement for 3 years.



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Developer further agrees to include in all contracts with Developer's contractors for the Improvements a provision to the effect that the contractor agrees that the City shall, until the expiration of three (3) years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions to the contract, and further, that City shall have access during normal working hours to all of the contractor's facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Developer's contractors reasonable advance notice of intended audits.

**18.  
Independent Contractor**

It is expressly understood and agreed that Developer and its employees, representative, agents, servants, officers, contractors, subcontractors, and volunteers shall operate as independent contractors as to all rights and privileges and work performed under this Agreement, and not as agents, representatives or employees of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Developer shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer acknowledges that the doctrine of *respondeat superior* shall not apply as between the City and its officers, representatives, agents, servants and employees, and Developer and its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers. Developer further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Developer. It is further understood that the City shall in no way be considered a co-employer or a joint employer of Developer or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of Developer. Neither Developer, nor any officers, agents, servants, employees or subcontractors of Developer shall be entitled to any employment benefits from the City. Developer shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

**Commented [ORD19]:** The Developer and all current and/or future employees, contractors, and all other possible stakeholders associated with the developer are considered independent contractors. The execution of a Community Facilities Agreement does not create, imply, or construe employment with and/or partnership with the City of Fort Worth. The City is not liable for providing the Developer's stakeholders with employment benefits, development related payments, or any reporting requirements the developer may have.

The City, through its authorized representatives and employees, shall have the sole and exclusive right to exercise jurisdiction and control over City employees.

**19.  
Applicable Law; Venue**

This Agreement shall be construed under and in accordance with Texas law. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**20.  
Non-Waiver**

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely on any such term or right on any future occasion.

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**21.  
Governmental Powers and Immunities.**

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

**22.  
Headings**

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**23.  
Severability**

In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

**Commented [ORD20]:** Any section of this agreement found to be invalid by a court is the only section invalid. All other sections remain in effect.

**24.  
Review of Counsel**

City and Developer, and if they so choose, their attorneys, have had the opportunity to review and comment on this document; therefore any rule of contract construction or interpretation that would normally call for the document to be interpreted as against the drafting party shall not apply in interpretation of this Agreement, and each section, portion, and provision of this Agreement shall be construed solely on the basis of the language contained therein, regardless of who authored such language.

**Commented [ORD21]:** The Developer and the City's attorneys may review and participate in contract language negotiation.

**25.  
Prohibition on Boycotting Israel**

Developer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company with 10 or more full-time employees that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" have the meanings ascribed to those terms by Chapter 2271 of the Texas Government Code. To the extent that Chapter 2271 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the City that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

**Commented [ORD22]:** In accordance with state law

**26.  
Prohibition on Boycotting Energy Companies**

Developer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds

**Commented [ORD23]:** In accordance with state law



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of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meanings ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer’s signature provides written verification to the City that Developer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

27.

**Prohibition on Discrimination Against Firearm and Ammunition Industries**

Commented [ORD24]: In accordance with state law

Developer acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer’s signature provides written verification to the City that Developer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

28.

**Immigration and Nationality Act**

Commented [ORD25]: In accordance with state law

Developer shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Developer shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Developer shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Developer employee who is not legally eligible to perform such services. **DEVELOPER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY DEVELOPER, DEVELOPER’S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Developer, shall have the right to immediately terminate this Agreement for violations of this provision by Developer.

29.

**Amendment**

Commented [ORD26]: Any requests to amend the CFA must be submitted to the Contract Management Office for processing.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the City and Developer.

30.



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**|Assignment and Successors|**

**Commented [ORD27]:** Any changes in contractor/subcontractor must be submitted to the City.

Developer shall not assign or subcontract all or any part of its rights, privileges, or duties under this Agreement without the prior written consent of City. Any attempted assignment or subcontract without the City's prior written approval shall be void and constitute a breach of this Agreement.

**31.**

**No Third-Party Beneficiaries**

The provisions and conditions of this Agreement are solely for the benefit of the City and Developer, and any lawful assign or successor of Developer, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**32.**

**Compliance with Laws, Ordinances, Rules and Regulations**

Developer, its officers, agents, servants, employees, and contractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of City. It is agreed and understood that, if City calls to the attention of Developer any such violation on the part of Developer or any of its officers, agents, servants, employees, or subcontractors, then Developer shall immediately desist from and correct such violation.

**33.**

**|Signature Authority|**

**Commented [ORD28]:** Signature Authority supporting documentation must be provided to the City for verification prior to execution of the contract.

The person signing this Agreement on behalf of Developer warrants that he or she has the legal authority to execute this Agreement on behalf of the Developer, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The City is fully entitled to rely on this warranty and representation in entering into this Agreement.

**34.**

**|Counterparts|**

**Commented [ORD29]:** All digital copies of an unaltered executed contract are considered original.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

**35.**

**|Entire Agreement|**

**Commented [ORD30]:** All documents represented at the time of execution are part of the contract. To update, change, remove, and/or add any information, including exhibits, etc. require an amendment.

This written instrument, together with any attachments, exhibits, and appendices, constitutes the entire understanding between the City and Developer concerning the work to be performed hereunder, and any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

**THIS IS MEANT TO REPRESENT AN EXAMPLE OF CIRCUMSTANCES AND TO BE USED AS A REFERENCE ONLY. PROJECT SPECIFIC CIRCUMSTANCES WILL LIKELY RESULT IN LANGUAGE CHANGES WITHIN THE DOCUMENT.**

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36.  
Cost Summary Sheet

Project Name: <>

CFA No.:                      City Project No.:                      IPRC No.:

Items	Developer's Cost
A. Water and Sewer Construction	
1. Water Construction	\$ -
2. Sewer Construction	\$ -
<i>Water and Sewer Construction Total</i>	<i>\$ -</i>
B. TPW Construction	
1. Street	\$ -
2. Storm Drain	\$ -
3. Street Lights Installed by Developer	\$ -
4. Signals	\$ -
<i>TPW Construction Cost Total</i>	<i>\$ -</i>
<b>Total Construction Cost (excluding the fees):</b>	<b>\$ -</b>
Estimated Construction Fees:	
C. Construction Inspection Service Fee	\$0.00
D. Administrative Material Testing Service Fee	\$0.00
E. Water Testing Lab Fee	\$0.00
<b>Total Estimated Construction Fees:</b>	<b>\$ -</b>

<i>Financial Guarantee Options, choose one</i>	<i>Amount</i>	<i>Choice (Mark one)</i>
Bond = 100%	\$ -	
Completion Agreement = 100% / Holds Plat	\$ -	
Cash Escrow Water/Sanitary Sewer= 125%	\$ -	
Cash Escrow Paving/Storm Drain = 125%	\$ -	
Letter of Credit = 125%	\$ -	
Escrow Pledge Agreement = 125%	\$ -	



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IN WITNESS WHEREOF, the City and Developer have each executed this Agreement by their duly authorized signatories to be effective on the date executed by the City's Assistant City Manager.

**CITY OF FORT WORTH**

**DEVELOPER**

\_\_\_\_\_  
Jessica McEachern  
Assistant City Manager

\_\_\_\_\_  
Fort Worth Molly  
Stockyards Ambassador

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

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

*Recommended by:*

\_\_\_\_\_  
Dwayne Hollars/Bichson Nguyen  
Sr. Contract Compliance Specialist  
Development Services

*Approved as to Form & Legality:*

\_\_\_\_\_  
Jackson Skinner  
Assistant City Attorney

**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.

M&C No. \_\_\_\_\_

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

Form 1295: \_\_\_\_\_

**Commented [ORD31]:** Usually standard CFA does not have a M&C or form 1295 associated. Staff will add "N/A" if there is none

ATTEST:

\_\_\_\_\_  
Rebecca Diane Owen  
Development Services Manager

\_\_\_\_\_  
Jannette S. Goodall  
City Secretary

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The following attachments are incorporated into this Agreement. To the extent a conflict exists between the main body of this Agreement and the following attachments, the language in the main body of this Agreement shall be controlling.

<u>Included</u>	<u>Attachment</u>
<input type="checkbox"/>	Attachment 1 - Changes to Standard Community Facilities Agreement
<input type="checkbox"/>	Attachment 2 – Phased CFA Provisions
<input type="checkbox"/>	Attachment 3 – Concurrent CFA Provisions
<input type="checkbox"/>	Location Map
<input type="checkbox"/>	Exhibit A: Water Improvements
<input type="checkbox"/>	Exhibit B: Sewer Improvements
<input type="checkbox"/>	Exhibit C: Paving Improvements
<input type="checkbox"/>	Exhibit D: Storm Drain Improvements
<input type="checkbox"/>	Exhibit E: Street Lights and Signs Improvements
<input type="checkbox"/>	Exhibit F: Traffic Signal and Striping Improvements
<input type="checkbox"/>	Cost Estimates

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**ATTACHMENT "1"**

**Changes to Standard Community Facilities Agreement**

**City Project No. 100000**

None

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