

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF COLLEGE STATION  
AND TEXAS A&M UNIVERSITY FOR  
TRAFFIC CONTROL SIGNALS AT THE INTERSECTIONS OF  
UNIVERSITY DRIVE AT POLO ROAD AND  
DISCOVERY DRIVE AT RAYMOND STOTZER PARKWAY**

This Agreement is made and entered into this 11<sup>th</sup> day of February 2000, by and between **Texas A&M University** and the **City of College Station**, a Texas Home Rule Municipal Corporation, each acting herein by and through its duly authorized official.

WHEREAS, Chapter 791 of the Texas Government Code also known as the Interlocal Cooperation Act authorizes all local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, the City of College Station is a Home Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter; and

WHEREAS, TEXAS A&M UNIVERSITY represents it is independently authorized to perform those functions or services contemplated by this Agreement; and

WHEREAS, the City of College Station (hereinafter referred to as "City") desires to enter into an Interlocal Agreement with Texas A&M University (hereinafter referred to as "TAMU") for the purpose of installing, operating and maintaining traffic control signals at the intersections of University Drive at Polo Road and Discovery Drive at Raymond Stotzer Parkway; and

WHEREAS, the City will install, operate and maintain the traffic control assemblies for the mutual benefit of the City and TAMU; and

WHEREAS, TAMU agrees to grant the City a permanent right-of-way easement in the areas depicted in Exhibit "A", attached hereto and incorporated herein for all purposes, for the purpose of installing, operating and maintaining the traffic control devices;

WHEREAS, the City will enter into a contract with an independent contractor for the purchase and installation of the traffic control devices;

WHEREAS, TAMU will reimburse the City for the entire cost of the purchase and installation of the proposed traffic signal at University Drive at Polo Road and half of the cost of purchase and installation of the proposed signal at Discovery Drive at Raymond Stotzer Parkway for the mutual benefit of TAMU and the City; and

NOW THEREFORE, for and in consideration of the representations and recitations herein above and the promises and covenants that follow herein below, the parties herein enter

into the agreement pursuant to the abovenamed act to authorize the City to contract for the installation, operation and maintenance of the traffic control assemblies at the intersections of University Drive at Polo Road and Discovery Drive at Raymond Stotzer Parkway on behalf of itself and TAMU under the following terms and conditions:

1. ***The City Shall:***

- (a) contract with an independent contractor for the purchase and and installation of seven (7) complete traffic control assemblies and eight (8) complete pedestrian control assemblies to be installed at the intersections of University Drive at Polo Road and Discovery Drive at Raymond Stotzer. The estimates for materials used in completing these assemblies is listed in Exhibit "B";
- (b) locate all underground utilities before any excavation occurs;
- (c) provide traffic control during construction; and
- (d) be responsible for the operation and maintenance of the traffic control assemblies.

2. ***TAMU shall:***

- (a) Grant the City permanent right-of-way easements in the areas depicted in Exhibit "A" for the of installation and maintenance of the traffic control signal devices;
- (b) Be responsible for reimbursing the City for the entire cost of the proposed signal located on University Drive at Polo Road. The total cost of this signal project should **not exceed the amount of One-Hundred Twenty Thousand No/100 Dollars (\$120,000.00)**. Said reimbursable amount shall come from available revenues of TAMU. Also, said reimbursable amount shall be paid in a lump sum on completion of the project.
- (c) Be responsible for reimbursing the City for one-half the cost of the proposed signal located on Discovery Drive at Raymond Stotzer Parkway. The one-half cost of this signal should **not exceed the amount Fifty Thousand No/100 Dollars (\$50,000)**. Said reimbursable amount shall come from available revenues of TAMU. Also said reimbursable amount shall be paid in a lump sum on completion of the project.

3. ***City of College Station and TAMU agree that:***

- (a) The terms and conditions of the Agreement may be modified at any time by the mutual consent of both parties, but only in a writing signed by the governing bodies of both entities.

b) The term of this Agreement shall be for a period of five (5) years beginning on the effective date of this Agreement, which shall be the date the Agreement is signed by the last party whose signing makes the Agreement fully executed. This Agreement may automatically renew upon mutual written agreement for a period of five (5) years and shall continue in full effect upon the expiration of five years unless either party gives written notice by registered mail within sixty (60) days prior to the termination date. If the five years expired and this Agreement was automatically renewed, termination by either party may only be proper upon written notice by registered mail within sixty (60) days prior to the intended termination date. If TAMU terminates this Agreement, the City shall have no further obligation to operate or maintain the traffic control signals and TAMU shall have no further obligation to provide an easement for the operation and maintenance of the traffic control signals. However, the City shall have an easement of right for ninety (90) days from the date of expiration for the purpose of removing traffic control equipment purchased with City funds at the Discovery Drive and Raymond Stotzer Parkway location. In the alternative, within thirty (30) days of the notice to terminate, TAMU may reimburse the City for all expenses the City incurred, and not previously reimbursed by TAMU, for the purchase and installation of the traffic control signals at the Discovery Drive/Raymond Stotzer Parkway location. TAMU shall notify the City of its intent to reimburse or to allow the easement of right at the time of notification of intent to terminate. Additionally, the sums paid by TAMU for purchase and installation of either location shall be nonrefundable.

#### 4. Insurance

The City shall require that the independent contractor's insurance coverage be primary with respect to TAMU and the City of College Station, its officials, employees, and volunteer. Any insurance or self-insurance maintained by the City of College Station, its officials, employees, or volunteers shall be considered in excess of TAMU and the Contractor's insurance and shall not contribute to it. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative and approved by the City before work commences.**

#### 5. Invalidity

If any portion of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

#### 6. Hold Harmless

**College Station and TAMU, to the extent allowed by the Constitution and laws of the State of Texas, agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage**

to any property, or for any breach of contract, arising out of or in connection with the work done under this agreement

7. **Termination**

This agreement may be terminated at any time by providing sixty (60) days advance notice to the non-cancelling party. Notice of termination shall be in writing and provided in accordance with Paragraph 8 herein.

8. **Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or if it is delivered or sent certified mail to the last business address as listed hereinbelow. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

**Texas A&M University**  
Parking, Traffic and Transportation  
Attn: Tom Williams, Director  
College Station, Texas 77843

**City of College Station**  
Attn: Thomas E. Brymer  
1101 Texas Avenue  
College Station, Texas 77840

9. **Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.

10. **Amendment**

No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

11. **Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

**12. Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**13. Authority to Enter Contract**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

**14. Waiver**

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of the City party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

**15. Agreement Read**

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

**16. Multiple Originals**

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

17. Effective Date

This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed and will renew annually on the anniversary date of the Agreement until cancelled by either party as provided in Paragraph 7 herein.

TEXAS A&M UNIVERSITY

CITY OF COLLEGE STATION

By: William B. Krumm  
William B. Krumm  
Vice-President for Finance  
Date: 2-22-2000

By: \_\_\_\_\_  
Lynn McIlhaney, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

APPROVED:

\_\_\_\_\_  
Tom Brymer, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

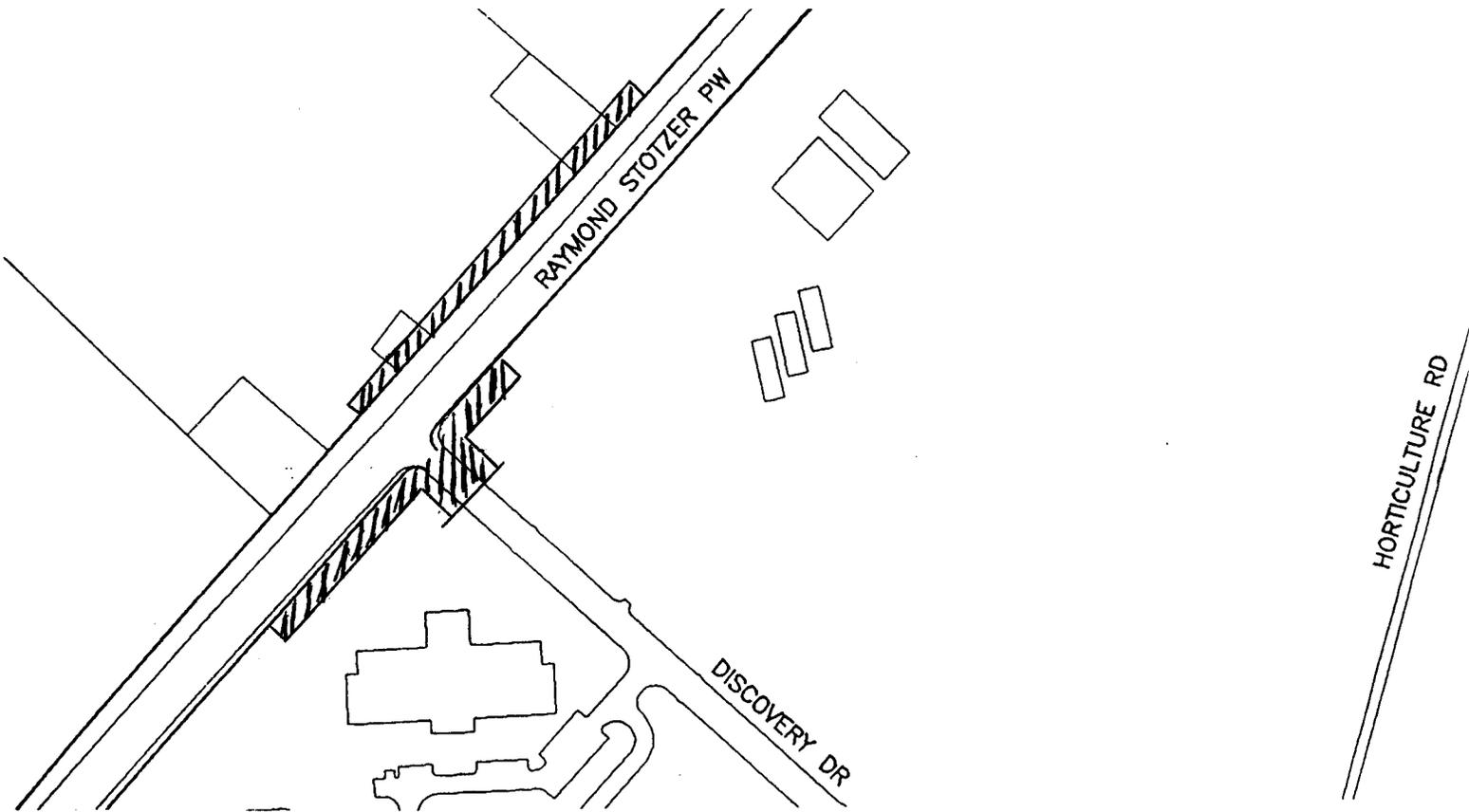
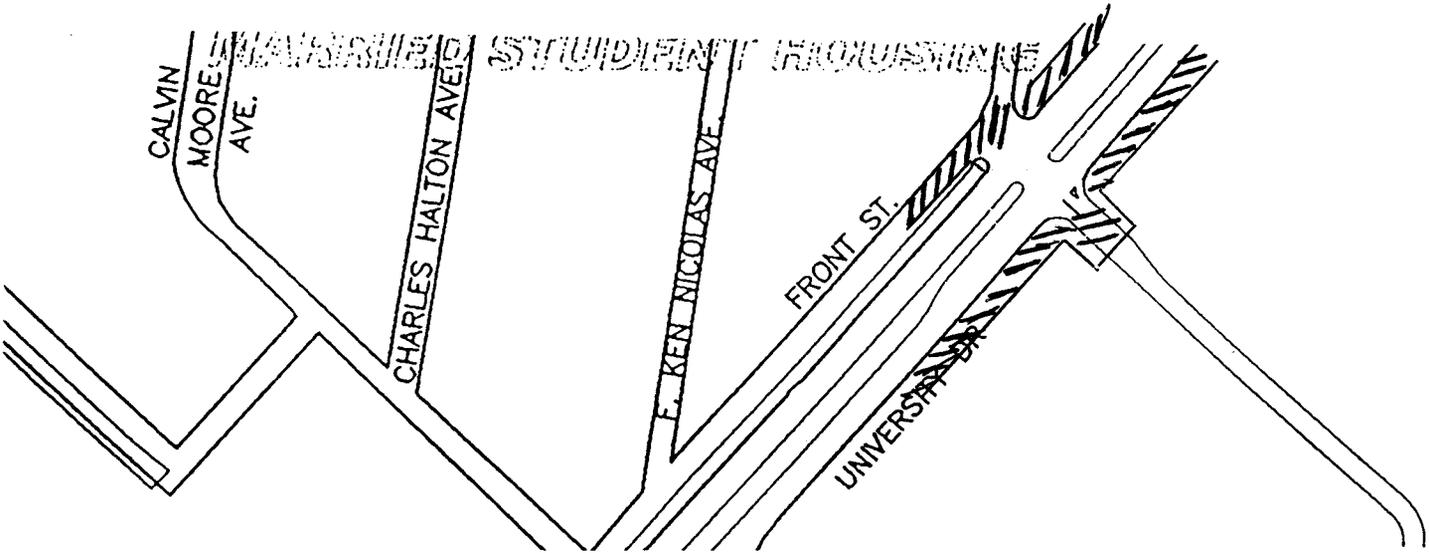
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Date

\_\_\_\_\_  
Charles Cryan, Director of Fiscal Services

\_\_\_\_\_  
Date

EXHIBIT "A"

LEGAL DESCRIPTIONS AND/OR  
DIAGRAMS DEPICTING  
RIGHT-OF-WAY LOCATION(S)



Contract No. 00-044

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2/11/00

**EXHIBIT "B"**

**Traffic Control Material Estimates for  
University Drive at Polo Road and  
Discovery Drive at Raymond Stotzer Parkway**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>
1	Streetscape Signal Poles	7
2	Streetscape Signal Mast Arms	7
3	Signal Foundation	7
4	3-Section Signal Heads	12
5	5-Section Signal Heads	3
6	3-Section Signal Backplates	12
7	5-Section Signal Backplates	3
8	1-Section Pedestrian Signal Heads	8
9	Astro-Brac	17
10	Signal Cabinet	2
11	Controller Eagle 8-Phase	2
12	Conflict Monitor	2
13	Special Pedestrian Mount Bracs	4
14	Type III Pull Boxes	20
15	Type II Pull Boxes	8
16	Type I Pull Boxes	2
17	Plug-in-Vehicle-Detector Amps	6
18	Four Circuit Breaker Pedestals	2
19	Signal Cabinet Foundation	2
20	Vehicle Detection Loops	32
21	Pedestrian Push Button Assemblies	4
22	4-section signal head & backplates	2