

**INTERLOCAL AGREEMENT BETWEEN
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF COLLEGE STATION**

This agreement made and entered into by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "CSISD"), acting through its the Board of Trustees, and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation.

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 provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as administrative functions, planning, and engineering;

WHEREAS, 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;

WHEREAS, COLLEGE STATION INDEPENDENT SCHOOL represents it is independently authorized to perform those functions or services contemplated by this Agreement;

WHEREAS, College Station agrees to cooperate with CSISD in the construction of a parking lot to replace parking removed in the process of widening Anderson Street;

WHEREAS, CSISD desires to enter into an Interlocal Agreement with College Station for the purpose of constructing a parking lot within the parameters of the designs approved by the City;

WHEREAS, the City and CSISD agree that the City will spend no more than One Hundred Twenty-five Thousand Dollars (\$125,000.00) in the construction of the parking lot and all additional funds necessary for the construction of the lot will be expended by CSISD.

NOW THEREFORE, the parties herein enter into the agreement pursuant to the above-named act to authorize CSISD to contract for these services on behalf of itself and College Station under the following terms and conditions.

The following establishes the obligations of each party for the parking lot to be constructed on CSISD property:

1. Payment Provision and Scope of Services

CSISD will contract the construction of a parking lot (hereinafter "Project") in accordance with the scope of services as attached hereto as Exhibit "A" that outlines the design and specifications.

The CSISD may not modify the scope of services without the express written authorization of the City for the Project.

2. Project Cost

The City's total participation shall not exceed One Hundred Twenty-five Thousand Dollars (\$125,000.00). CSISD agrees to pay for any construction costs associated with this project in excess of \$125,000.00. The City shall pay CSISD 50% of the cost within thirty (30) days of the actual start of construction. The remaining 50% shall be paid upon completion of the project.

College Station and CSISD further agree that:

3. Payments for this service will be taken from the available current revenues of each party.

4. The terms and conditions of the Agreement may be modified as provided in Paragraph 13 and upon the mutual consent of both parties. Mutual consent will be demonstrated approval of each governing body of each party hereto.

5. CSISD shall have all the rights and obligations of ownership of the parking lot. This includes all maintenance, liability and insurance requirements that CSISD deems necessary. The City shall have no maintenance, liability or insurance obligations with regard to the parking lot. It is agreed and understood that neither the City nor CSISD controls the manner and/or means in which the construction of the parking lot occurs.

6. CSISD will contract the construction of the Project in accordance with the plans, specifications and scope of services as attached hereto as Exhibit "A" which outlines the design and specifications.

7. CSISD will award a contract for construction of the Project within 6 months of the date of this agreement.

8. Termination

This agreement may be terminated by either party before the work is commenced. Notice of termination shall be in writing and provided in accordance with Paragraph 11 herein.

9. Hold Harmless

College Station and CSISD 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.

10. Invalidity

If any provision 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 provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. Written Notice

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

College Station Independent School District
1812 Welsh
College Station, Texas 77840
Attn: Dr. Jim Scales, Superintendent

City of College Station
Public Works Department
2613 Texas Avenue South
College Station, Texas 77840
Attn: Mark Smith, Director

12. 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 College Station, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

13. 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.

14. Texas Law

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

15. Place of Performance

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

16. 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.

17. 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 any way affect the validity of this Agreement, any part hereof, or the right of College Station 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.

18. Agreement Read

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

19. Assignment

This Agreement and the rights and obligations contained herein may not be assigned by CSISD without the prior written approval of College Station.

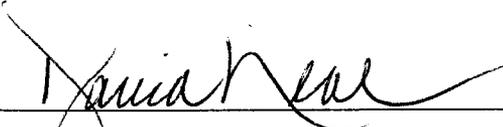
20. Multiple Originals

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.

EXECUTED on this the _____ day of _____, 2001.

COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT

CITY OF COLLEGE STATION

By: 
Printed Name: DAVID NEAL
Title: DEPUTY SUPERINTENDENT

By: _____
Lynn McIlhane, Mayor

ATTEST:

ATTEST:



Connie Hooks, City Secretary

APPROVED:

Thomas E. Brymer, City Manager

Date

City Attorney

Date

Charles Cryan, Director of Fiscal Services

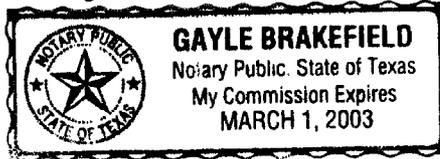
Date

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 22ND day of MAY, 2001, by DAVID NEAL, in his capacity as DEPUTY SUPERINTENDENT of College Station Independent School District, a political subdivision, on its behalf.

Gayle Brakefield

Notary Public in and for
the State of Texas



STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2001, by **Lynn McIlhaney**, in her capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas