County Brazos_
Location_College Station_

STATE OF TEXAS §

COUNTY OF TRAVIS §

LANDSCAPE COST SHARING PROGRAM FOR GOVERNMENTAL ENTITIES

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of College Station, Texas acting by and through its duly authorized officials as evidenced by Resolution which is attached to and made part of this contract, hereinafter called the Local Government.

WITNESSETH

WHEREAS, Transportation Code, Chapter 201 and Transportation Code, Chapter 221 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 222 authorizes a local government to contribute funding to the development of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as landscape development, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State, and has established a Landscape Cost Sharing Program, 43 Texas Administrative Code section 2.65 et seq.;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered
This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities
The State will authorize the performance for contracted agreements of only those Project items of work which the Local Government has requested and has agreed to maintain as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract.

Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Texas Government Code, Chapter 2106 requires the State to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the State's Indirect Cost Recovery Program.

Article 3. Responsibilities of the Parties
The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

Article 4. Inspection and Conduct of Work
Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 5. Maintenance
Upon completion of the installation of the Project, the Local Government will assume responsibility for the maintenance of the completed Project.

Article 6. Termination
This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein;
- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

A. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
C. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
D. The State will not pay interest on any funds provided by the Local Government.
E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

Article 7. Notices
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	**State:**	
	Mail To:	*Deliver To:*
Mayor, Honorable Ron Silvia _____ City of College Station_____ P.O. Box 9960 _____ College Station, Texas 77840_____	District Engineer Texas Department of Transportation 1300 North Texas Avenue_____ Bryan, Texas 77803-2760_____	District Engineer Texas Department of Transportation 1300 North Texas Avenue_____ Bryan, Texas 77803-2760_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 8. Sole Agreement
In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 9. Successors and Assigns
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 10. Amendments
By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 11. State Auditor.
The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds

Article 12. Signatory Warranty
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____, P. E.
District Engineer, Bryan District

Date_____

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station_____

By_____ Date_____

Typed or Printed Name and Title Honorable Ron Silvia

Mayor, City of College Station

Project: C 506-1-85
Control: 0506-01-085
Controlling CSJ: 0116-04-090, etc.
SH 21: From west of Tarrow Street to Carters Creek Bridge
County: Brazos

Attachment A
Payment Provisions
and
Work Responsibilities

The Local Government will share in th e cost of development and construction for this Project. The Local Government's participation in this Project is shown below.

FM 60

Cash Participation $5,865

The State will prepare the plans, specifications and estimate (PS&E) for this Project. The State will advertise for bids, let and award the contract, administer the contract and inspect the construction. A 90-day establishment period will be part of the Project. At the end of the 90-day establishment period and upon final acceptance of the Project by the State, the Local Government will be responsible for all future maintenance of the completed Project.

Upon the full execution of the agreement entitled Landscape Cost Sharing Program for Governmental Entities, the State will request from the Local Government, in writing, a check or warrant in the amount of $5,865 made payable to the Texas Department of Transportation. These funds will be due within sixty (60) days of the date of the written request.

This is an estimated amount. The final amount will be based upon the actual cost of the work performed. Any increase in this amount will be requested, in writing, from the Local Government. These additional funds will be due within thirty (30) days of the date of the written notification. Any decrease in this amount will be refunded to the Local Government upon the completion of the project.

CITY OF COLLEGE STATION

ATTEST:

City Secretary	Date

APPROVED:

City Manager	Date
Carla A Robinson City Attorney	Date
Director of Fiscal Services	Date