

## MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement** is entered into by and between the City of College Station and the Texas Engineering Extension Service (TEEX) shown below as Contracting Parties.

### I. **CONTRACTING PARTIES:**

The Receiving Party: City of College Station, 2613 Texas Ave, College Station, TX 77842

The Performing Party: Texas Engineering Extension Service, 301 Tarrow, College Station, TX 77840-7896

### II. **STATEMENT OF SERVICES TO BE PERFORMED:**

TEEX-EUPWTI will provide technical assistance to coordinate and facilitate preparation of uniform guidelines for development of stormwater management and conveyance systems (Guidelines) to be adopted by the cities of Bryan and College Station. Services to be provided are to guide and support a committee composed of technical staff from each city, representatives of the engineering and land development interests that serve the two communities, and others as the cities may invite. Work completed by the committee will be documented and reported, generally in the form of draft sections of the Guidelines. In addition, deliverables will be a final print-ready version of the Guidelines document in an MS Word electronic file(s) and four (4) spiral-bound printed copies thereof. Technical information supporting engineering design controls and criteria will be provided by members of the committee. Committee work sessions are to be conducted in facilities provided by either of the cities, including furnishings and equipment, approximately weekly until a Guideline document is completed.

### III. **CONTRACT AMOUNT:**

The total amount of this contract shall not exceed \$24,400 (Twenty-four thousand, four hundred dollars).

### IV. **PAYMENT FOR SERVICES:**

Payment for services performed shall be on an hourly basis at the rate of \$91 per hour for direct project time of the facilitator plus applicable expenses inclusive of indirect charges. Expense categories include, but are not limited to, travel, supplies, and printing/binding.

### V. **TERM OF CONTRACT:**

This Contract is to begin with the date of the last signature and shall terminate on August 31, 2005.

### VI. **ALTERNATIVE DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Texas Engineering Extension Service (hereinafter "TEEX") and the contractor to attempt to resolve any claim for breach of contract made by the contractor:

A. A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Arturo Alonzo, TEEX Deputy Director. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TEEX and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

B. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TEEX if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

C. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TEEEX nor any other conduct of any representative of TEEEX relating to the contract shall be considered a waiver of sovereign immunity to suit.

D. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Office of Attorney General of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Chapter 68.

E. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

F. The designated individual responsible on behalf of TEEEX for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be Arturo Alonzo, TEEEX Deputy Director.

Both Parties reserve the right to terminate this agreement for reasonable cause or if it is determined the objectives of this program cannot be accomplished. Party wishing to terminate this program must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred.

The undersigned Parties bind themselves to the faithful performance of this Contract.

**RECEIVING PARTY**

**Name:**  
City of College Station

**Mailing Address:**  
P.O. Box 9960  
College Station, Texas 77842

**Contact Person:**  
Mark Smith, Public Works Director  
Work: 979-764-3691  
Fax: 979-764-3489

**By:** \_\_\_\_\_  
Authorized Signature

**Title:** \_\_\_\_\_

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

**PERFORMING PARTY**

**Name:**  
Texas Engineering Extension Service  
Engineering, Utilities and Public Works Training  
Institute ---- Engineering Program

**Mailing Address:**  
301 Tarrow  
College Station, TX 77840-7896

**Contact Person:**  
William R. Lowery  
Work: 979-845-2912, Fax: 979-862-2803

**Tax ID:** 74-2270626  
**By:** William R. Lowery  
Authorized Signature

**Title:** Division Director

**Date:** 11/11/04

CITY OF COLLEGE STATION

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*Carla A Robinson*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Fiscal Services

\_\_\_\_\_  
Date