

AGREEMENT  
BETWEEN THE CITY OF COLLEGE STATION AND  
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT  
TO INTERCONNECT FIBER OPTIC CABLES

1. This Agreement is entered into by and between College Station Independent School District (“**CSISD**”) and the City of College Station, a Texas Home-Rule Municipal Corporation (the “**City**”) (hereinafter jointly referred to as “**the Parties**” or individually referred to as a “**Party**”), to interconnect the fiber optic cable networks of each of the Parties.
2. 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;
3. The City 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;
4. The City and CSISD represent that each is independently authorized to perform the functions contemplated by this Agreement;
5. The City of College Station has created a fiber optic network within the City in support of its data, telephone and traffic telecommunications operations. The intent of this Agreement is to allow the connection of up to six (6) strands of City fiber to be spliced and connected with up to six (6) strands of CSISD fiber so that the Parties may gain access to each other’s data, as well as expand the capabilities of the Parties’ individual networks. CSISD shall aggregate data using City fiber optic cable as much as possible to limit the need for City fiber optic cable.
6. This interconnection mutually benefits both Parties by enabling:
  - CSISD to replace many of their leased communication lines with City fiber.
  - The Parties to share data more efficiently.
  - The sharing of public infrastructure resulting in cost reductions to College Station taxpayers.
  - Shared data to be transported more efficiently to other local governmental entities through the Brazos Valley Community Network (“**BVCNet**”).
7. This Agreement authorizes the interconnection of dark fiber (a form of fiber optic cable dedicated to a particular user), and is not intended to be an agreement with respect to the delivery of services. In the event that the Parties decide to contract for services, a contract shall be accomplished by written amendment or by separate agreement.
8. This Agreement allows for placement of communication equipment in or on each other Parties’ facilities upon mutual agreement by both Parties.
9. INTERCONNECTION POINT AND MAINTENANCE OF DARK FIBER

The fiber networks of the Parties will connect at mutually agreed upon interconnection points. Each Party will be responsible for the maintenance of their respective fiber up to the interconnection point. City will be responsible for the maintenance of interconnection points. The Party requesting the connection shall pay for the cost of the connection.

10. CSISD may upon mutual agreement of both Parties transfer ownership of CSISD fiber from the interconnection point to the entrance of the CSISD property. Upon transfer, City will maintain said fiber. At no time will City accept ownership or maintain CSISD fiber beyond the entrance to the CSISD property.
11. Further, this Agreement does not authorize either Party to offer telecommunications for sale to each other or to the public or to such classes of users as to be effectively available to the public.
12. The term of this Agreement is three (3) years (“ **Initial Term**” ).This Agreement may be cancelled by either Party at any time by either Party providing three hundred and sixty-five (365) days advance written notice to the other non-canceling Party. In the case of such cancellation, the fiber optic interconnection will be disconnected by the City. The Party requesting the disconnection shall pay for the cost of the disconnection and reconnection of fiber.

13. INDEMNITY

**Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

14. Each Party to this Agreement shall participate with funds available from current revenues of the Party. No funds shall be transferred between the Parties.

15. ASSIGNMENT

This Agreement may not be assigned by either Party without the written consent of the other Party.

16. OTHER TERMS

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.

Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each Party will have the right to change its

business address by at least thirty (30) calendar day' s written notice to the other Parties in writing of such change.

The City of College Station:

City Manager  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

The College Station Independent School District:

The Superintendent  
College Station Independent School District  
1812 Welsh  
College Station, Texas 77840

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a subsequent, written agreement can modify this Agreement.
18. 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.
19. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by CSISD and the City to attempt to resolve all disputes arising under this Agreement.
20. Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
21. CONSENT TO SUIT: Neither the City nor CSISD by entering into this Agreement gives its consent to suit.
22. Authority to 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 the respective Party.
23. 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 the Parties 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.
24. Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or

describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

- 25. Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 26. 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.
- 27. Public Information Coordination: Public disclosure of information related to, and activities conducted under, this Agreement will be subject to the Freedom of Information Act (5 U.S.C. § 552) and the Texas Public Information Act (TEX. GOV'T CODE § 552.001 et. seq.). Prior to disclosure of any requested information, the Parties shall consult with each other regarding any such proposed disclosure.
- 28. This Agreement will be effective upon approval of this Agreement by each Party and, following the Initial Term, will renew annually for consecutive one (1) year terms until cancelled by either Party as provided in Section 12 herein.

COLLEGE STATION INDEPENDENT  
SCHOOL DISTRICT

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Ron Silvia, Mayor

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager

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



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City Attorney