

---

# APPENDIX E

---

County Historical Commission Route Sign Agreement – *Example*

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**COUNTY HISTORICAL COMMISSION ROUTE SIGN AGREEMENT**

**THIS AGREEMENT (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the \_\_\_\_\_, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Texas Transportation Code, §225.005 establishes that the State shall mark with a historical name a farm-to-market or ranch road that follows a historical route if a county historical commission has been authorized by the Texas Historical Commission to construct such marker(s); and

**WHEREAS**, the Local Government desires assistance from the State with providing highway guide signs in accordance with the Texas Manual on Uniform Traffic Control Devices for the "\_\_\_\_\_ Road" from \_\_\_\_\_ to \_\_\_\_\_ to be hereinafter identified as the "Project;" and

**WHEREAS**, the Local Government proposes to pay the State a fixed amount for furnishing and installing these signs; and

**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, it is agreed as follows:

**AGREEMENT**

**Article 1. Contract Period**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

**Article 2. Scope of Work**

1. The State will fabricate and install the sign(s) on \_\_\_\_\_ near \_\_\_\_\_ in the City of \_\_\_\_\_, as is identified on "Attachment A".
2. The State will fabricate \_\_\_\_\_ (\_\_\_\_) signs, furnish sign supports and make the sign installations, as is identified on "Attachment A".
3. The Local Government will pay the State a sum of \$\_\_\_\_\_ for the cost incurred by the State for the project prior to fabrication of the signs. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.
4. In the event it becomes necessary to replace one or more of these signs or their supports due to age, vandalism or damage, it will be the responsibility of the Local Government to pay the costs for such replacement. The cost amount shall be as determined at the time of replacement and shall be agreed upon by both parties prior to the State making replacement.

- 5. The Local Government shall make its intentions known to the State within thirty (30) days of notification by the State that the signs need repair or replacement. If the necessary funds, in full, are not received within 90 days of the notification that the signs need repair or replacement, the State will remove the signs and dispose of the signs and supports as it deems necessary, and this agreement shall be considered terminated as stated in Article 3.

**Article 3. Termination**

This agreement may be terminated by any of the following conditions:

- 1. By mutual written agreement and consent of all parties.
- 2. By the State upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
- 3. By any party, upon the failure of the other parties to fulfill the obligation as set forth herein. Termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and County under this agreement. If the potential termination of this agreement is due to the failure of the County to fulfill their contractual obligations as set forth herein; the State will notify the County that possible breach of contract has occurred. The County should make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by all parties.

**Article 4. Relationship of the Parties**

The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 5. Amendments**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by the County and the State.

**Article 6. Legal Construction**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 7. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**Article 8. Notices**

All notices required under this agreement by one party to the other parties shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

<b>County Historical Commission:</b>	<b>State:</b>

Notice shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. The parties hereto may change the above address by sending written notice of such change to the other parties in the manner provided herein.

**Article 9. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE COUNTY HISTORICAL COMMISSION, COUNTY OF \_\_\_\_\_, TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_ District Engineer

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

## **ATTACHMENT A**

### **Description and Location of Historical Route Signs**

## **ATTACHMENT B**

### **Texas Historical Commission Certification**