**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY**

**Local Government Contributions**

**to STATE historic ROADS AND highway PROGRAM**

**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 \_\_\_\_\_\_ County, acting by and through its duly authorized officials, hereinafter called the “Local Government.”

**WITNESSETH**

**WHEREAS**, Government Code, Chapter 442 authorizes the State Historical Commission to operate the state historic roads and highways program in cooperation with the Department of Transportation and specifically, Section 442.026 authorizes the State Historical Commission and the Department of Transportation to designate, interpret, and market the Bankhead Highway, and,

**WHEREAS,** the Local Government has requested that the State allow the Local Government to participate in activities to preserve the mentioned Texas Historic Trail by funding that portion of the activity described as fabricating and installing directional signs for the Bankhead Highway, called the “Project"; and,

**WHEREAS,** the State has determined that such participation is in the best interest of the citizens of the State;

**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/or install the sign(s), as is identified on "Attachment A".
2. The Local Government will fabricate and provide the State (#) sign(s).
3. The Local Government will pay the State a fixed sum of $\_\_\_\_\_\_\_ for the cost incurred by the State for the project prior to fabrication and/or installation of the signs including foundations, supports and hardware as identified on "Attachment A". 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 check or warrant shall 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 Local Government under this agreement. If the potential termination of this agreement is due to the failure of the Local Government to fulfill their contractual obligations as set forth herein; the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach as outlined by the State within the period stated in Article 2, paragraph 5.

##### Article 4. Relationship of the Parties

The State and the Local Government 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 Local Government 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:

|  |  |
| --- | --- |
| ***County or City:*** | ***State:*** |
|  |  |

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 or CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, TEXAS**

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

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

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##### 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 Historic Highway Signs**