

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
AND BRAZOS COUNTY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation ("College Station"), and BRAZOS COUNTY, TEXAS (“County”), a political subdivision of the State of Texas, each acting by and through its duly authorized agents (referred to collectively as the "Parties").

WHEREAS, 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; and

WHEREAS, College Station and the County both independently operate and maintain roadway segments in Brazos County along Rock Prairie Road West between FM 2154 and Holleman Drive South (the “Property”) as shown on Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, College Station desires to design and construct roadway, drainage and pedestrian improvements within rights-of-way on the Property as permitted by the County; and

WHEREAS, County desires to provide needed roadway,, drainage, and pedestrian improvements within rights-of-way on the Property as a part of College Station’s project, which improvements are identified in the Engineer’s estimate attached hereto and incorporated herein for all purposes as Exhibit B-1 (College Station) and Exhibit B-2 (Brazos County); and

WHEREAS, the Parties desire to cooperate by including the roadway, drainage, and pedestrian improvements within rights-of-way on the Property as a part of College Station’s project in exchange for the County participating in the portion of the design and construction costs related to said improvements.

NOW, THEREFORE IN CONSIDERATION of the recitals and mutual covenants made herein by the Parties hereby mutually agree as follows:

**ARTICLE I
ENGINEERING DESIGN SERVICES**

- 1.1 College Station shall be responsible for administering the design contract with their consultant for engineering design services related to the construction of roadway, drainage, and pedestrian improvements on the Property. County will review and approve plans prepared by the City’s design consultant related to the County’s portion of the project and will acquire any easements needed for the County’s portion of the project.

- 1.2 College Station will pay the consultant's fee within thirty (30) days of satisfactory performance and invoicing. County will reimburse College Station, within thirty (30) days of receiving a copy of a paid invoice from College Station, for the portion of the fee related to the County's portion of the project.

ARTICLE II CONSTRUCTION PROJECT

- 2.1 College Station agrees to put out a request for bids, or other process allowed by state law, for construction services from a qualified contractor to provide for the construction of both the College Station and County portion of the project. College Station agrees to base its contract on designs provided by the design consultant and approved by the County, as applicable.
- 2.2 College Station agrees to provide project management, inspection, and accounting services for the project, and that the construction of the project shall be governed by the plans and specifications prepared by the City of College Station.
- 2.3 College Station shall submit an invoice (or copies of invoices) reflecting amounts paid by the City for the County's portion of the project. Within thirty (30) days of receiving such invoice(s), County will pay lump sum equal to the amount paid by the City, not to exceed **\$1,200,000.00** for design and construction of the County's portion of the project.
- 2.4 Following the City's acceptance of the County's portion of the project, College Station shall maintain the roadway, drainage, and pedestrian improvements in perpetuity at no additional cost to Brazos County.

ARTICLE III MISCELLANEOUS TERMS

- 3.1 **Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas.
- 3.2 **Amendment.** The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved and signed by the authorized representatives of both Parties.
- 3.3 **Termination.** This Agreement may be terminated for cause upon sixty (60) days advance written notice by either Party after providing written notice and giving the other Party an opportunity to cure any alleged breach.
- 3.4 **Public Information Coordination.** Public disclosure of information and related activities

conducted under this Agreement may be required pursuant to the Freedom of Information Act and the Texas Public Information Act and College Station will be the primary responder for such requests.-

- 3.5 **Hold Harmless.** To the extent permitted by the Constitution and the laws of the State of Texas and 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 under this Agreement.
- 3.6 **Invalidity.** If any provision of this Agreement shall be held 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 the Agreement with legal terms and conditions approximating the original intent of the Parties.
- 3.7 **Notice.** Any official notices by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, properly addressed to the respective Parties as stated below. Any other day to day communication by the Parties' staff may be by any other means of sufficient communication.

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

Brazos County
200 S. Texas Ave. Suite 332
Bryan, Texas 77803
Attn: County Judge

- 3.8 **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder. Any items not covered in this Agreement are subject to the conditions and standards of the approved permit.
- 3.9 **Venue and Choice of Law.** 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 and venue shall be in any court having jurisdiction in said county.
- 3.10 **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

their respective governmental bodies.

3.11 **Waiver.** Failure of any Party, at any time, to enforce the 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 either Party 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.

3.12 **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.

NOW THEREFORE, this Agreement is made and entered into by and between the City of Bryan and Brazos County. This Agreement shall be effective when signed by the last party signing which makes the Agreement fully executed.

CITY OF COLLEGE STATION

BRAZOS COUNTY

By: _____
Karl Mooney, Mayor

By: _____
Duane Peters, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Tanya Smith, City Secretary

Karen McQueen, County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Carla Robinson, City Attorney
Civil Division

Bruce Erratt, ~~Civil Counsel~~Chief,
Brazos County Attorney's Office