

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" or "City"), and **BRAZOS COUNTY, TEXAS** ("Brazos County" or "County"), a political subdivision of the State of Texas, each acting by and through its duly authorized agents (referred to individually as a "Party" and 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 Greens Prairie Road generally between Long Creek Lane and Dalton Drive (the "Property") as shown on **Exhibit A – Property and Project Boundaries**, 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 and authorized by the County ("Project"); 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 design plan set, attached hereto and incorporated herein for all purposes as **Exhibit B – Roadway Plan and Profile Set**; and

WHEREAS, College Station and the County find that the College Station and the County will both receive benefits as a result of the work and this Project; and

WHEREAS, TEXAS TRANSPORTATION CODE, Section 251.012, requires the consent of the City Council of the City of College Station, Texas, in order for the Brazos County Commissioners Court to expend county funds to pay for a portion of the Project; 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 by providing a **\$4,200,000.00** lump sum amount to assist in funding portions of the design and construction costs related to said improvements and the Project.

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

**ARTICLE I
CITY AND COUNTY CONSENTS**

- 1.1 College Station.** College Station consents to allow the County to expend county funds to pay for a portion of the Project.
- 1.2 Brazos County.** Brazos County consents to allow College Station to expend city funds to pay for a portion of the Project and Brazos County also consents to College Station exercising its power of eminent domain to condemn and acquire property, easements, and right-of-way for the Project.

**ARTICLE II
ENGINEERING DESIGN SERVICES**

- 2.1 Design Services.** 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.

**ARTICLE III
LAND ACQUISITION AND ANNEXATION**

- 3.1 Land Acquisition Responsibilities.** College Station, with the County's express permission and authorization, contained herein, agrees to conduct all land acquisition necessary for the Project, including, but not limited to, acquiring property rights in fee simple absolute, easement, and right-of-way, regardless as to whether the property and property rights are located solely in Brazos County or within the existing corporate city limits of the City of College Station, and regardless of whether the property rights are acquired through negotiation and purchase or condemnation/eminent domain proceedings, or as otherwise authorized by law.
- 3.2 Brazos County Authorization.** The Parties acknowledge and recognize that parts of the Project and parts of the Property to be acquired by the City of College Station are located solely in Brazos County.
- (a) Brazos County expressly authorizes and consents to the City of College Station exercising its power of eminent domain to condemn and acquire property for this Project; and
- (b) Brazos County and the City of College Station jointly acknowledge the public purpose served by the land acquisitions described herein and in the Project documents and plans; and

(c) Brazos County expressly acknowledges that the City of College Station may, at the City of College Station's sole discretion, acquire the necessary property rights for this Project through negotiation and purchase, or the City of College Station may exercise its power of eminent domain to conduct condemnation activities in Brazos County, as necessary for this Project; and

(d) Brazos County expressly authorizes and consents to the City of College Station exercising its power to annex, and College Station's annexing of all rights-of-way contained within this Project so that the City of College Station can provide and satisfy its future maintenance obligations for the roadway and rights-of-way portions contained within the Project boundaries; and

3.3 Brazos County Annexation Request. Pursuant to Texas Local Government Code Sections 43.1055 *[ANNEXATION OF ROAD RIGHTS-OF-WAY ON REQUEST OF OWNER OR MAINTAINING POLITICAL SUBDIVISION]* and 43.106 *[ANNEXATION OF COUNTY ROADS REQUIRED IN CERTAIN CIRCUMSTANCES]* Brazos County hereby requests that the City of College Station annex the entire width of, and all portions of, the roadway and rights-of-way contained within the final boundaries of this Project.

(a) Brazos County expressly acknowledges that this Agreement provides all necessary approvals and authorizations for the City of College Station to conduct the necessary land acquisitions, exercise its power of eminent domain, and conduct annexation activities for this Project, as described herein and in the Project documents and plans.

(b) Brazos County agrees to take any other actions deemed necessary to carry out the purpose and intent of this Agreement.

ARTICLE IV CONSTRUCTION PROJECT

4.1 Bidding. 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 portions of the Project. College Station agrees to base its contract on designs provided by the design consultant and approved by the County, as applicable.

4.2 Project Management and Plans. 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.

4.3 Brazos County Payment. Within thirty (30) days of the effective date of this Agreement, the County will pay to College Station a lump sum amount of **FOUR MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,200,000.00)** for the City to design, conduct land acquisition, and construct the County's portion of the Project.

4.4 Future Maintenance. Following the County's full payment 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 V MISCELLANEOUS TERMS

- 5.1 Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this Agreement is a local government as that term is defined in the Texas 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.
- 5.2 Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are true and correct and are hereby incorporated herein as part of this Agreement.
- 5.3 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.
- 5.4 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. If terminated, College Station shall be compensated for the work or services performed and expenses incurred immediately before the date of termination.
- 5.5 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.
- 5.6 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.
- 5.7 Third Parties.** College Station and Brazos County intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than College Station and Brazos County, or permitted assignees of College Station and Brazos County, except that the hold harmless obligations

by the Parties provided for in this Agreement shall inure to the benefit of College Station and Brazos County.

- 5.8 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.
- 5.9 No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.
- 5.10 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

- 5.11 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.
- 5.12 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.
- 5.13 No Waiver.** Failure of any Party, at any time, to enforce a provision(s) of this Agreement, shall in no way constitute a waiver of that provision(s), 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.

5.14 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.

5.15 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, including electronic signatures, 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 College Station 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: _____
Mayor

By: _____
Duane Peters, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

City Secretary

Karen McQueen, County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney

Bruce Erratt, Civil Counsel

List of Exhibits:

- Exhibit A – Property and Project Boundaries
- Exhibit B – Roadway Plan and Profile Set

EXHIBIT A
PROPERTY AND PROJECT BOUNDARIES

EXHIBIT B
ROADWAY PLAN AND PROFILE SET

Exhibit A



Legend
City Limit

Project and Property
Boundaries

Notice: The accuracy of this data is limited to the validity and accuracy of available data, and therefore the City makes no representation or warranties as to the accuracy of the data. Any party using the data does so at their own risk. This data is produced pursuant to the Texas Public Information Act. Map created by Ashley Dorsett on 08/04/2022.



Exhibit A

Greens Prairie Road Widening Project Phase 2

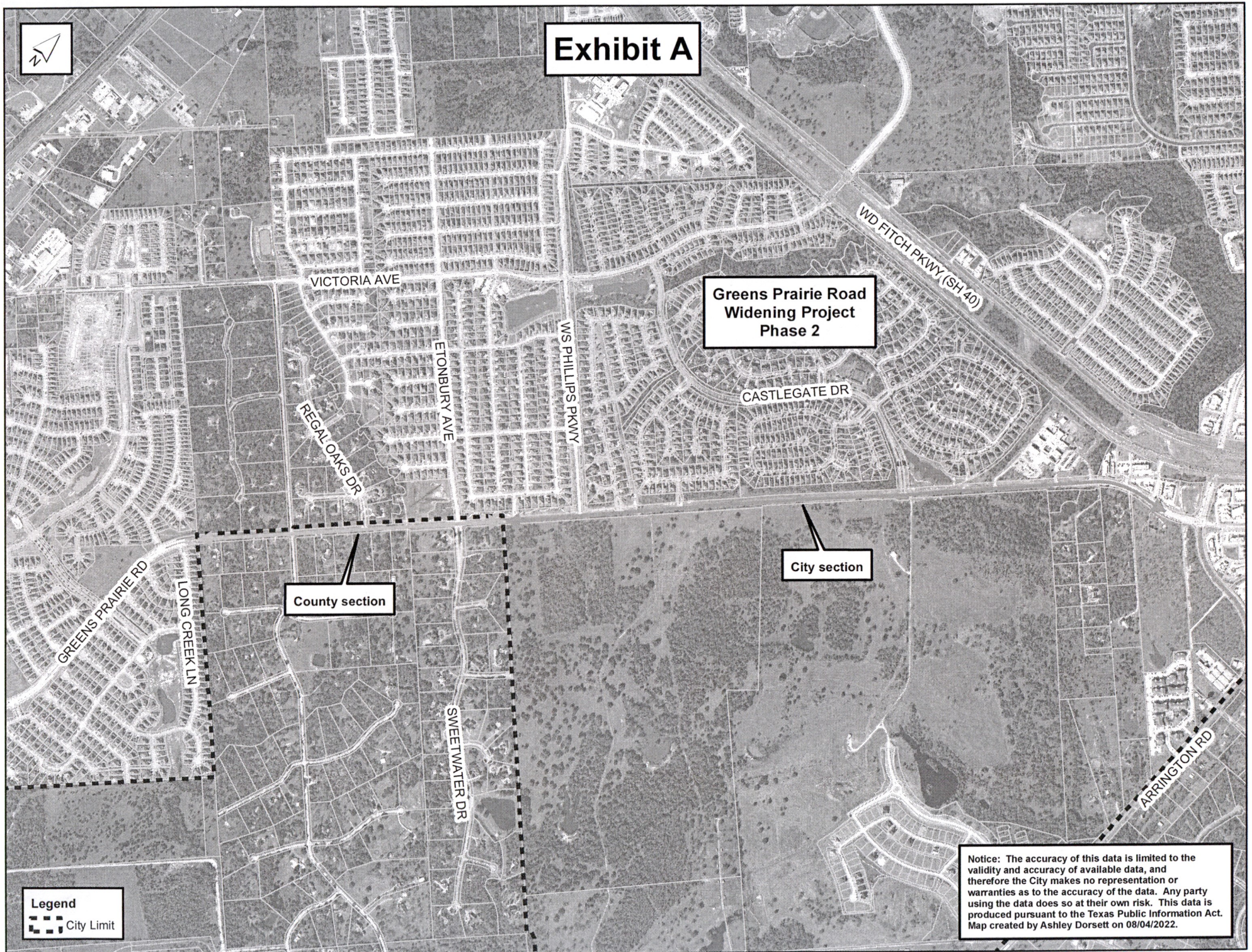
City section

County section

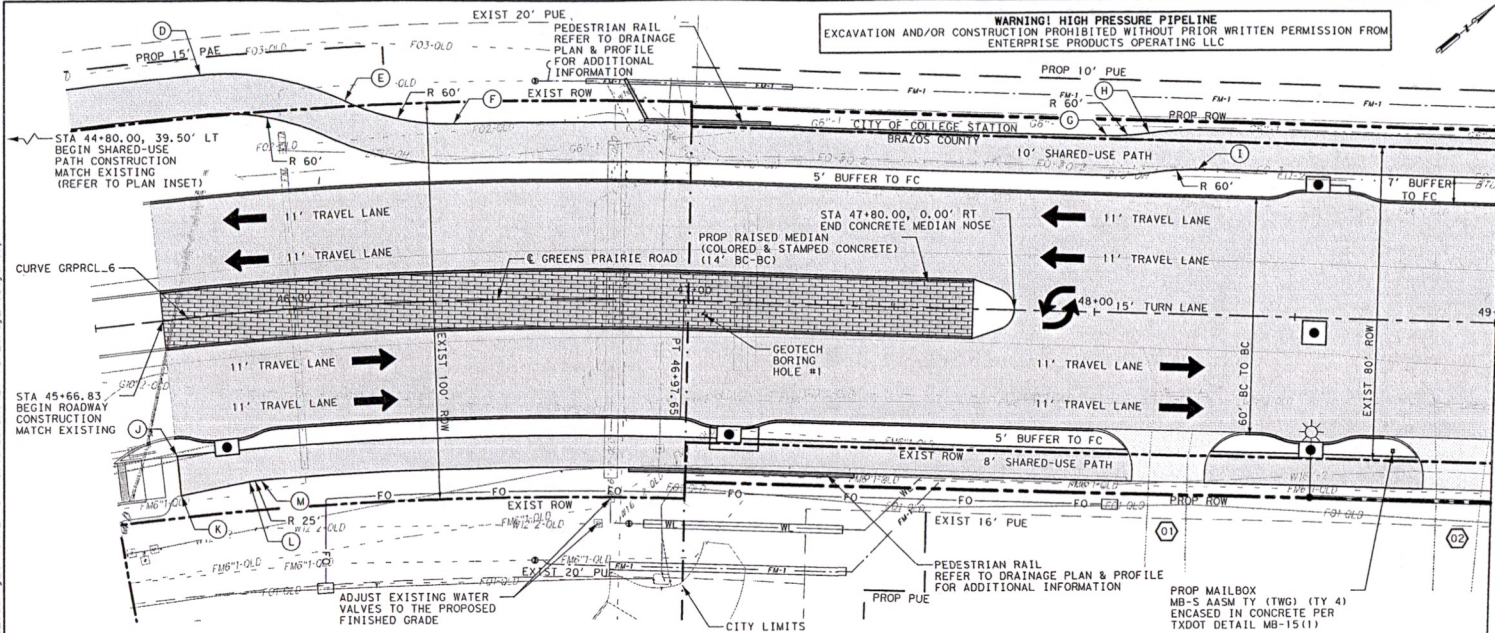
Legend

 City Limit

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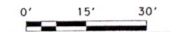


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MATCHLINE STA 49+00

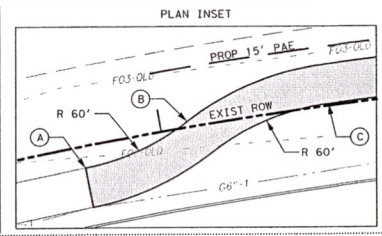
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- ASPHALT TRANSITION
 - PROPOSED CONCRETE
 - COLOR & STAMPED CONCRETE
 - PROPOSED TRAFFIC DIRECTION
 - SANITARY SEWER MANHOLE
 - UTILITY POLE
 - GUY WIRE
 - W-1 COCS (WATER)
 - W-2 WSUD (WATER)
 - FM-1 COCS (FORCE MAIN)
 - G-1 ENTERPRISE (GAS)
 - G-2 ENERGY TRANSFER (GAS)
 - TELE-1 FRONTIER (TELEPHONE)
 - OH-OLC BTU OVERHEAD (ELECTRIC)
 - ELEC-1 BTU (ELECTRIC)
 - FO-1 COCS (FIBER)
 - FO-2 SUDDENLINK (FIBER)
 - FO-3 FRONTIER (FIBER)
 - WATER VALVE
 - DRIVEWAY NUMBER
 - LUMINAIRE
 - TELECOM PULL BOX



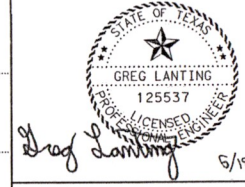
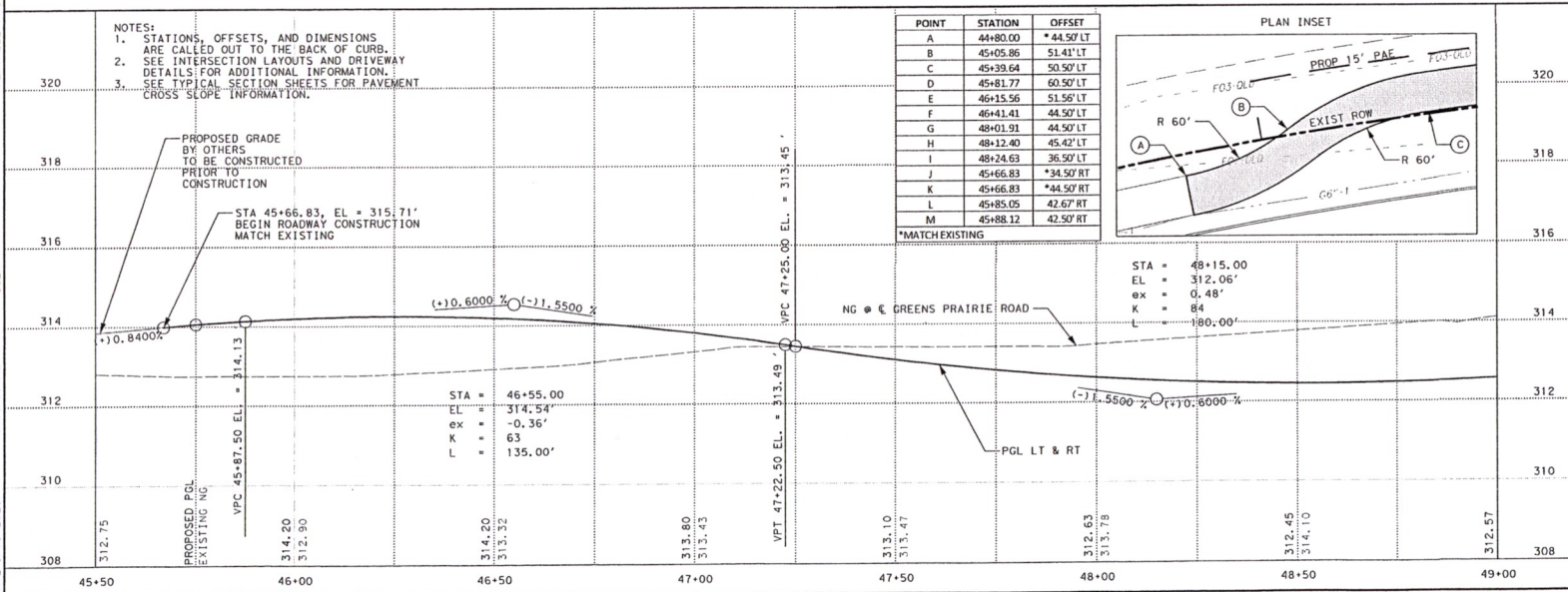
- NOTES:**
1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE BACK OF CURB.
 2. SEE INTERSECTION LAYOUTS AND DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
 3. SEE TYPICAL SECTION SHEETS FOR PAVEMENT CROSS SLOPE INFORMATION.

POINT	STATION	OFFSET
A	44+80.00	* 44.50' LT
B	45+05.86	51.41' LT
C	45+39.64	50.50' LT
D	45+81.77	60.50' LT
E	46+15.56	51.56' LT
F	46+41.41	44.50' LT
G	48+01.91	44.50' LT
H	48+12.40	45.42' LT
I	48+24.63	36.50' LT
J	45+66.83	* 34.50' RT
K	45+66.83	* 44.50' RT
L	45+85.05	42.67' RT
M	45+88.12	42.50' RT

*MATCH EXISTING



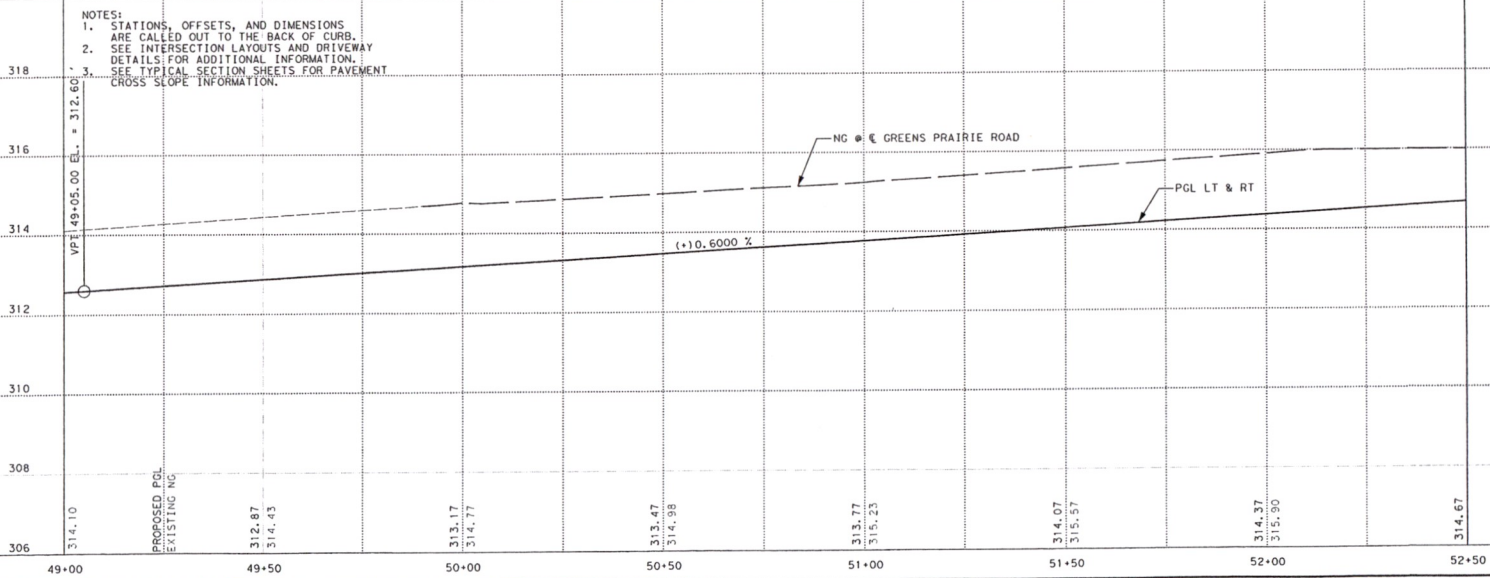
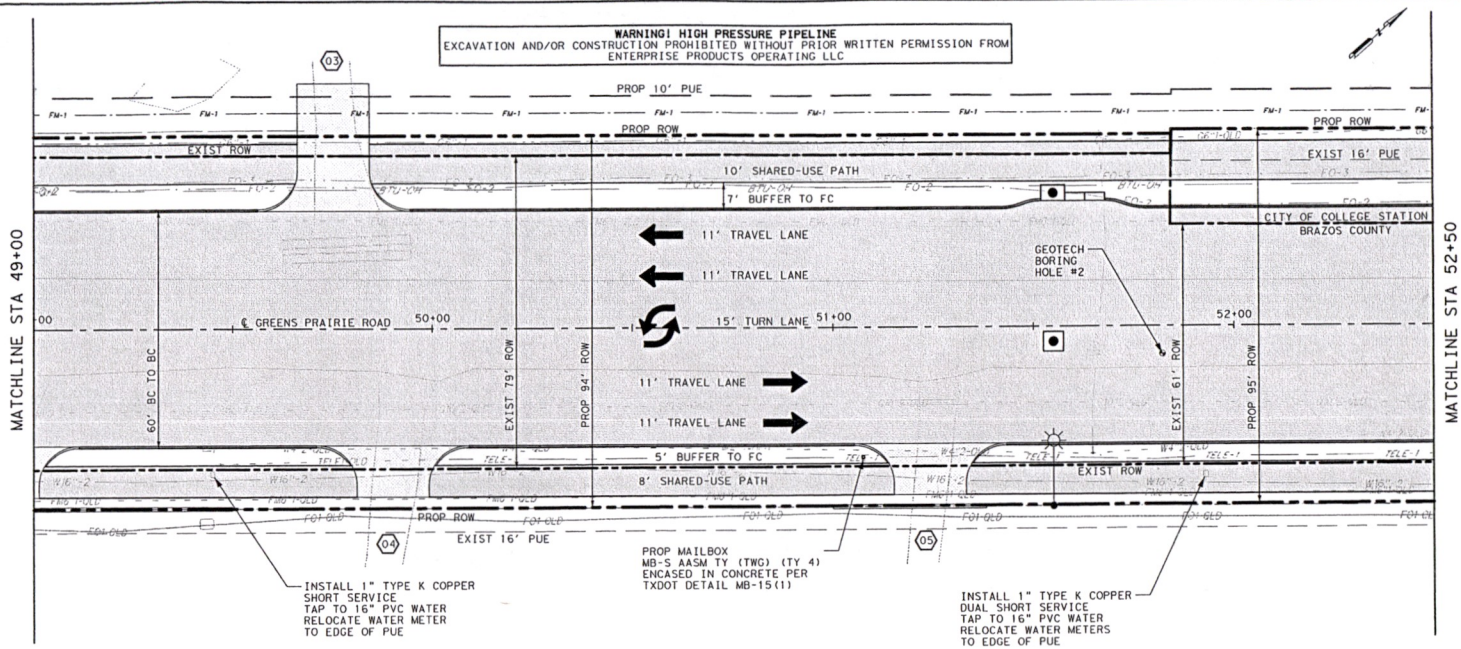
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












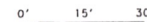
Binkley & Barfield
consulting engineers
Binkley & Barfield, Inc.
TxDOT P-252
1701 Southwest Pkwy, Ste 111
College Station, TX 77840
979.703.1099
Binkley@barfield.com

**GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION
ROADWAY PLAN & PROFILE
BEGIN TO STA 49+00**

PROJECT NUMBER	SHEET 1 OF 10
ST1702	SHEET NUMBER 39



- | | |
|---|----------------------------|
|  | ASPHALT TRANSITION |
|  | PROPOSED CONCRETE |
|  | COLORÉD & STAMPÉD CONCRETE |
|  | PROPOSED TRAFFIC DIRECTION |
|  | SANITARY SEWER MANHOLE |
|  | UTILITY POLE |
|  | GUY WIRE |
| —W-1— | COCs (WATER) |
| —W-2— | WSUD (WATER) |
| —FM-1— | COCs (FORCE MAIN) |
| —G-1— | ENTERPRISE (GAS) |
| —G-2— | ENERGY TRANSFER (GAS) |
| —TELE-1— | FRONTIER (TELEPHONE) |
| —OH-QLC— | BTU OVERHEAD (ELECTRIC) |
| —ELEC-1— | BTU (ELECTRIC) |
| —FO-1— | COCs (FIBER) |
| —FO-2— | SUDDENLINK (FIBER) |
| —FO-3— | FRONTIER (FIBER) |
|  | WATER VALVE |
|  | DRIVEWAY NUMBER |
|  | LUMINAIRE |
|  | TELECOM PULL BOX |



9/20/20
6/18/20



Binkley & Barfield, Inc.
TxEng F-257
1701 Southwest Pkwy, Ste 111
College Station, TX 77840
979.703.1809
BinkleyBarfield.com

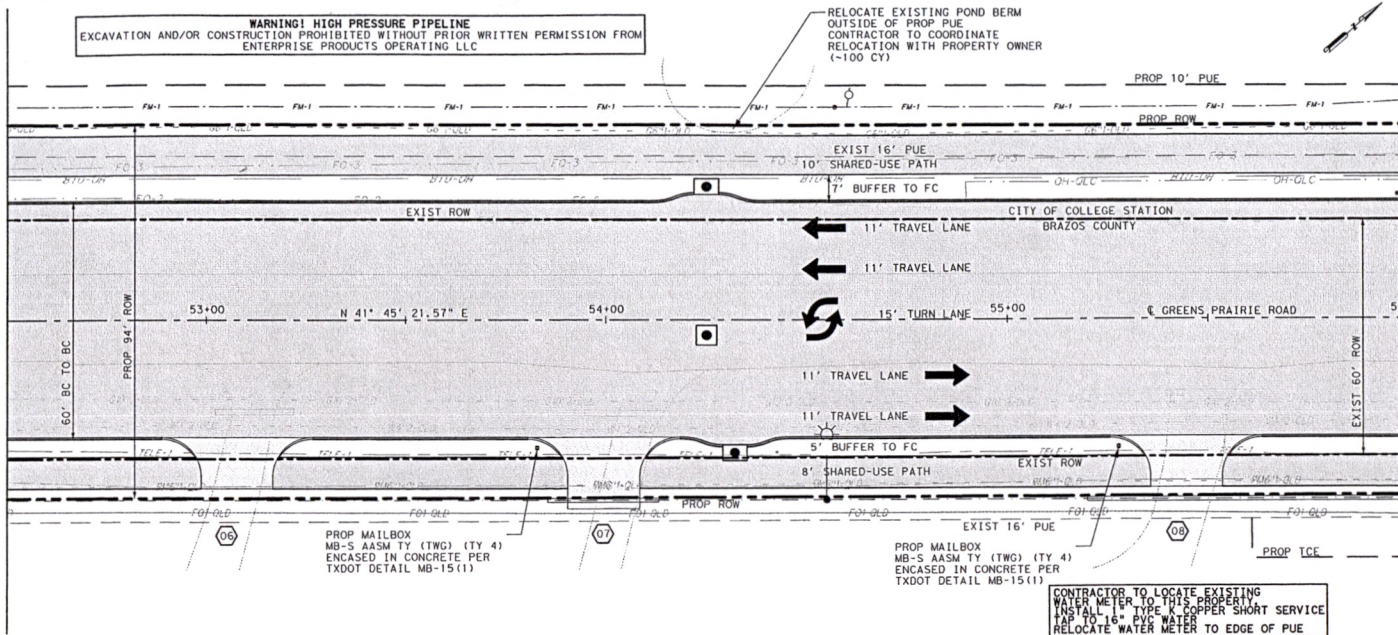
GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION
ROADWAY PLAN & PROFILE
STA 49+00 TO STA 52+50

PROJECT NUMBER	SHEET NUMBER
ST1702	40

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MATCHLINE STA 52+50

MATCHLINE STA 56+00

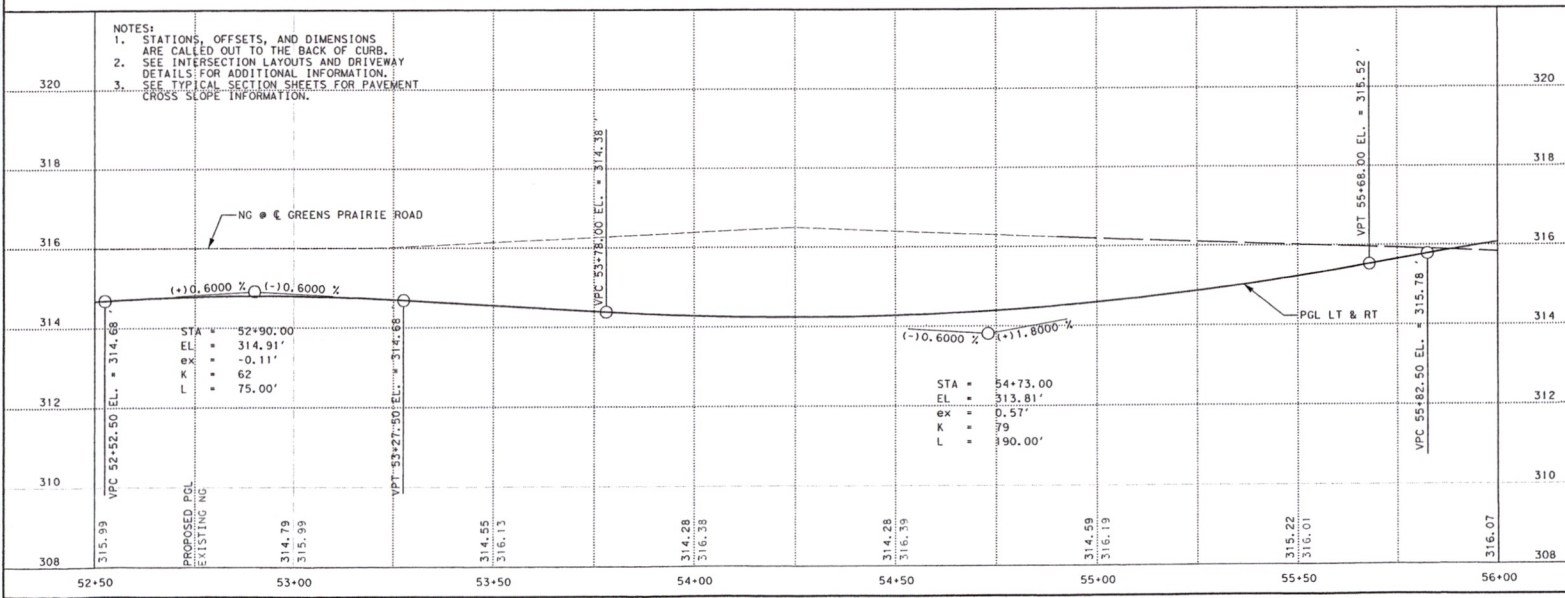


LEGEND:

- ASPHALT TRANSITION
- PROPOSED CONCRETE
- COLORED & STAMPED CONCRETE
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- SANITARY SEWER MANHOLE
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- ENERGY TRANSFER (GAS)
- FRONTIER (TELEPHONE)
- BTU OVERHEAD (ELECTRIC)
- BTU (ELECTRIC)
- COCS (FIBER)
- SUDDENLINK (FIBER)
- FRONTIER (FIBER)
- WATER VALVE
- DRIVEWAY NUMBER
- LUMINAIRE
- TELECOM PULL BOX

0' 15' 30'

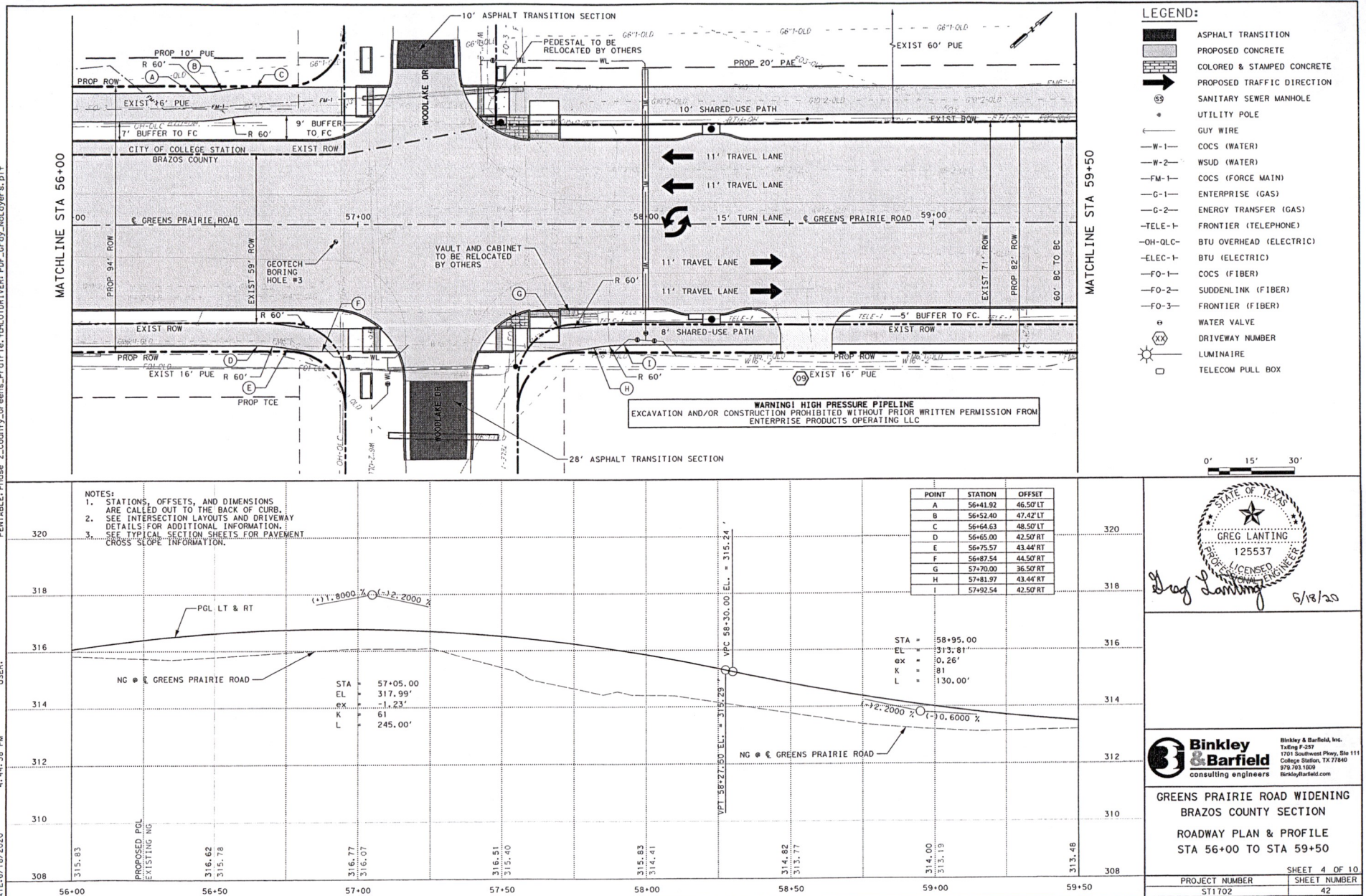
- NOTES:
1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE BACK OF CURB.
 2. SEE INTERSECTION LAYOUTS AND DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
 3. SEE TYPICAL SECTION SHEETS FOR PAVEMENT CROSS SLOPE INFORMATION.



GREENS PRAIRIE ROAD WIDENING
 BRAZOS COUNTY SECTION
 ROADWAY PLAN & PROFILE
 STA 52+50 TO STA 56+00

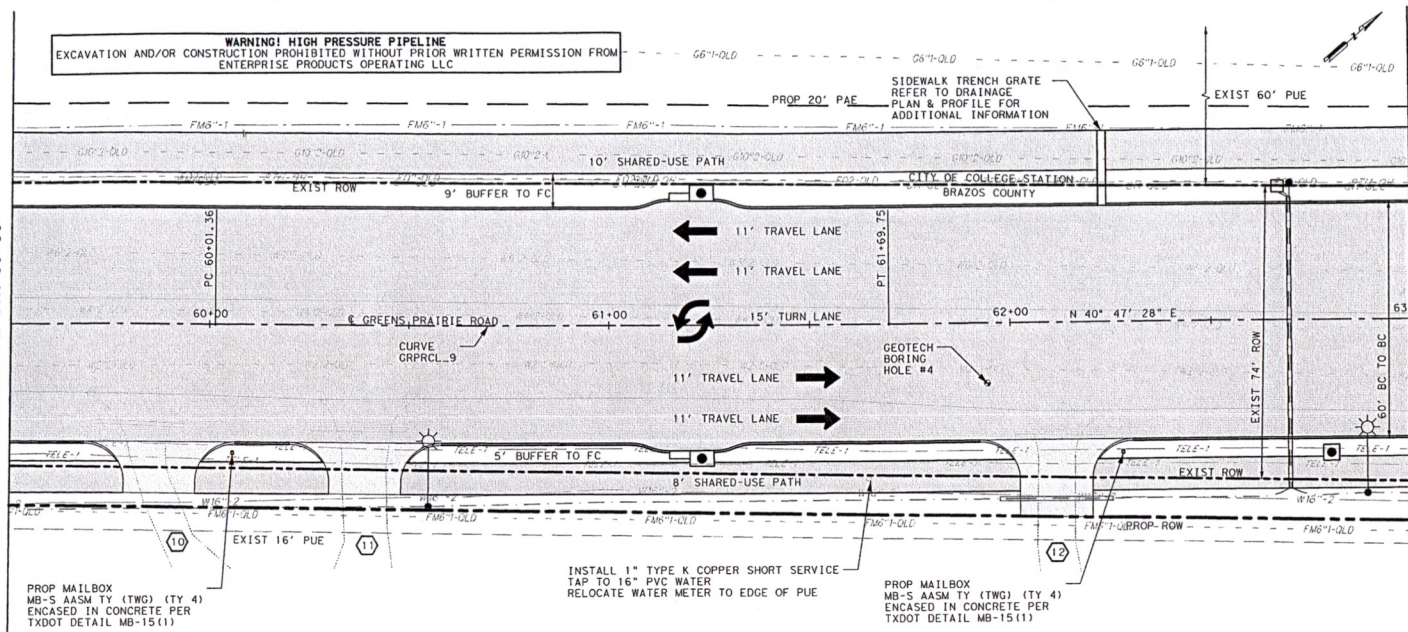
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SHEET 3 OF 10	SHEET NUMBER 41

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MATCHLINE STA 59+50



MATCHLINE STA 63+00

LEGEND:

- ASPHALT TRANSITION
- PROPOSED CONCRETE
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- DRIVEWAY NUMBER
- LUMINAIRE
- TELECOM PULL BOX

0' 15' 30'

- NOTES:
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318

316

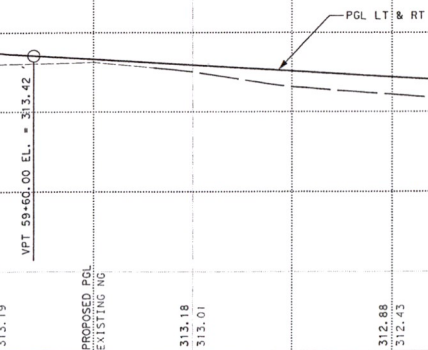
314

312

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Greg Lanting 6/18/20



Binkley & Barfield, Inc.
Tel: 781-257-1751
1751 Southwest Pkwy, Ste 111
College Station, TX 77840
979-763-1899
BinkleyBarfield.com

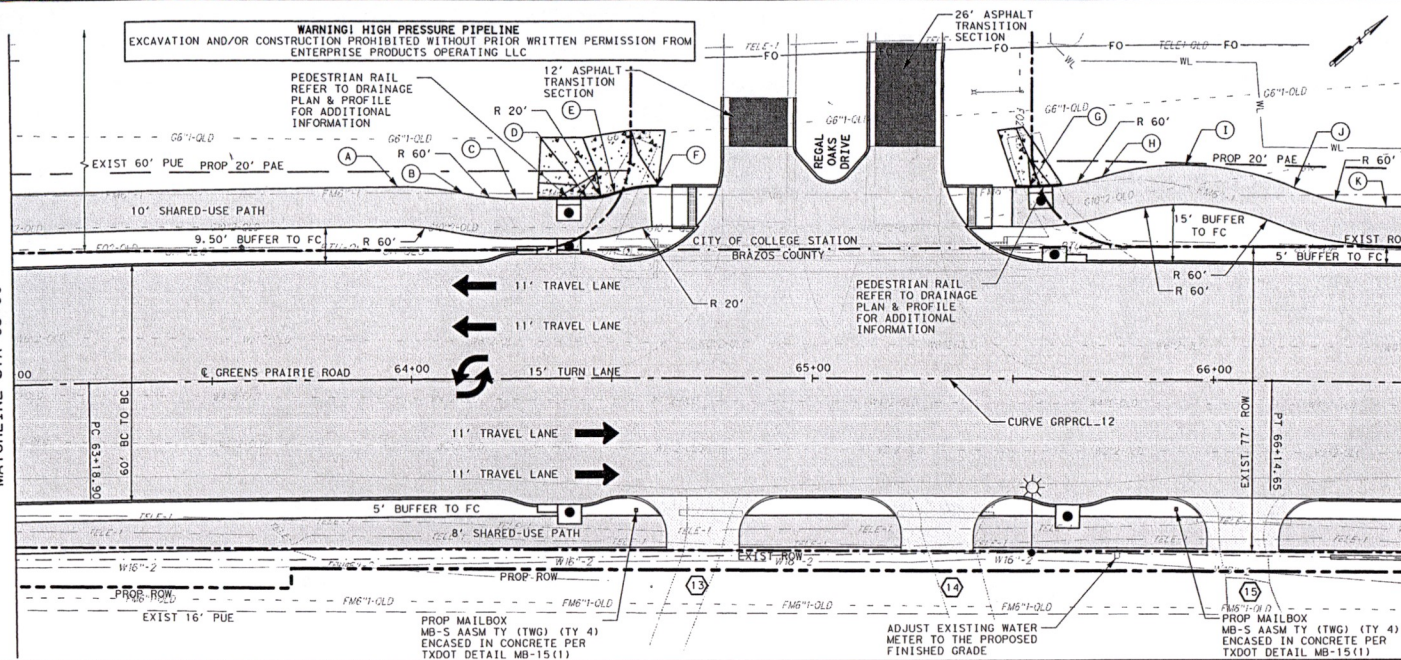
GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION
ROADWAY PLAN & PROFILE
STA 59+50 TO STA 63+00

SHEET 5 OF 10
PROJECT NUMBER S11702 SHEET NUMBER 43

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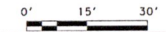
MATCHLINE STA 63+00

MATCHLINE STA 66+50



LEGEND:

- ASPHALT TRANSITION
- PROPOSED CONCRETE
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- COCS (FORCE MAIN)
- ENTERPRISE (GAS)
- ENERGY TRANSFER (GAS)
- FRONTIER (TELEPHONE)
- BTU OVERHEAD (ELECTRIC)
- BTU (ELECTRIC)
- COCS (FIBER)
- SUDDENLINK (FIBER)
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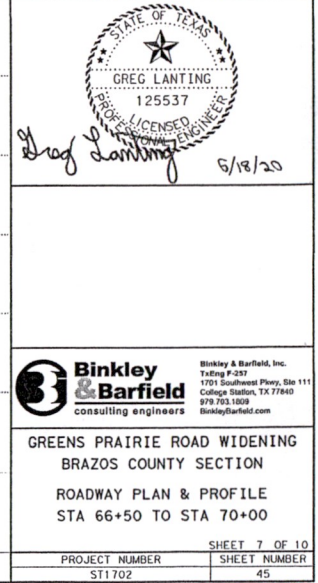
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A	63+96.95	48.81' LT
B	64+13.21	47.02' LT
C	64+26.51	45.50' LT
D	64+44.16	45.50' LT
E	64+59.94	46.70' LT
F	64+61.26	48.50' LT
G	65+53.47	48.50' LT
H	65+71.60	51.26' LT
I	65+92.37	54.51' LT
J	66+19.60	49.11' LT
K	66+42.67	44.50' LT

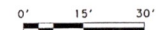
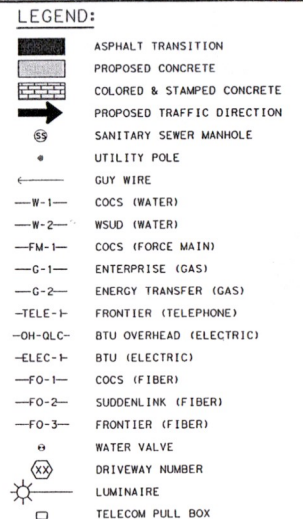


GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION
ROADWAY PLAN & PROFILE
STA 63+00 TO STA 66+50

PROJECT NUMBER	SHEET NUMBER
ST1702	44

SHEET 6 OF 10





6/18/20











Binkley & Barfield
consulting engineers

Binkley & Barfield, Inc.
Tel/Fax F-257
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College Station, TX 77840
979.763.1809
BinkleyBarfield.com

GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION
ROADWAY PLAN & PROFILE
STA 70+00 TO STA 73+50

SHEET 8 OF 10	
PROJECT NUMBER	SHEET NUMBER
ST1702	46

WARNING! HIGH PRESSURE PIPELINE
EXCAVATION AND/OR CONSTRUCTION PROHIBITED WITHOUT PRIOR WRITTEN PERMISSION FROM
ENTERPRISE PRODUCTS OPERATING LLC

	ASPHALT TRANSITION
	PROPOSED CONCRETE
	COLORÉD & STAMPÉD CONCRETE
	PROPOSED TRAFFIC DIRECTION
	SANITARY SEWER MANHOLE
	UTILITY POLE
	GUY WIRE
—W-1—	COC'S (WATER)
—W-2—	WSUD (WATER)
—F-1—	COC'S (FORCE MAIN)
—G-1—	ENTERPRISE (GAS)
—G-2—	ENERGY TRANSFER (GAS)
—TELE-1—	FRONTIER (TELEPHONE)
—OH-OLC—	BTU OVERHEAD (ELECTRIC)
—ELEC-1—	BTU (ELECTRIC)
—FO-1—	COC'S (FIBER)
—FO-2—	SUDDENLINK (FIBER)
—FO-3—	FRONTIER (FIBER)
⊕	WATER VALVE
	DRIVEWAY NUMBER
	LUMINAIRE
	TELECOM PULL BOX

NOTES:

1. STATIONS, OFFSETS, AND DIMENSIONS ARE CALLED OUT TO THE BACK OF CURB.
2. SEE INTERSECTION LAYOUTS AND DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
3. SEE TYPICAL SECTION SHEETS FOR PAVEMENT CROSS SLOPE INFORMATION.

POINT	STATION	OFFSET
A	74+72.19	51.50' LT
B	74+75.70	53.55' LT
C	74+77.04	55.94' LT
D	74+80.53	57.98' LT
E	74+82.07	57.99' LT
F	74+86.08	62.06' LT
G	74+85.23	* 120.94' LT
H	74+92.15	60.11' LT
I	74+85.04	52.05' LT

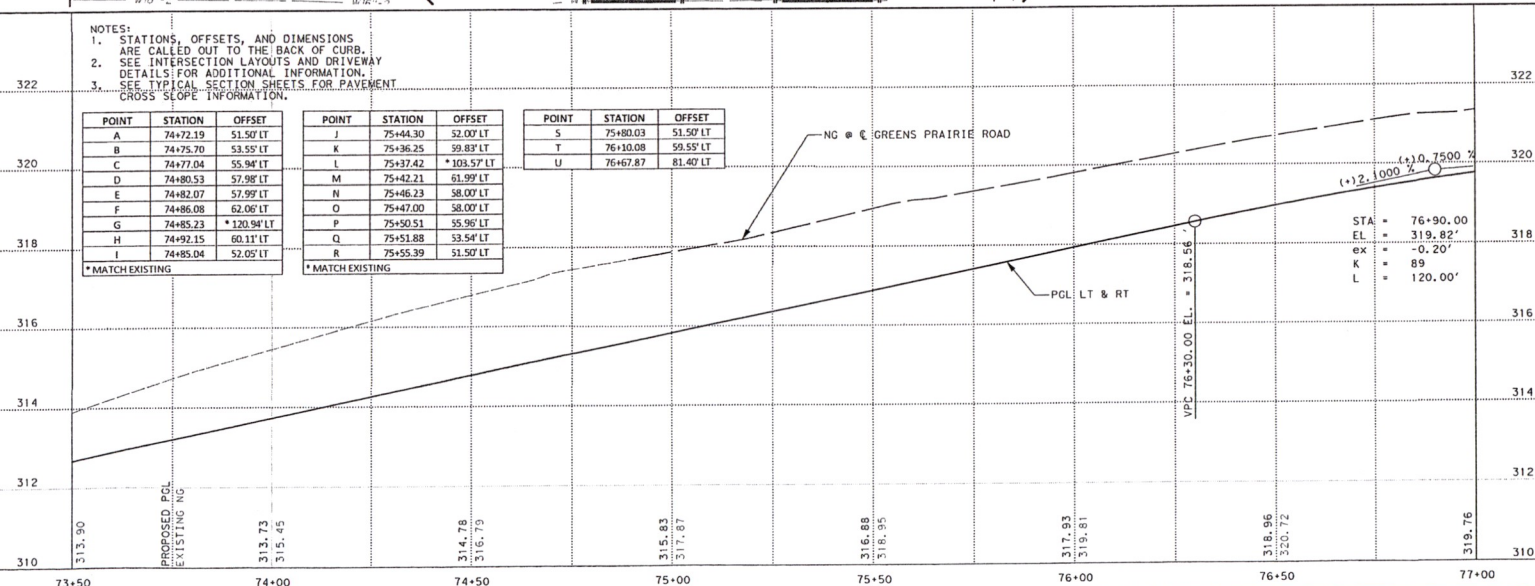
* MATCH EXISTING

POINT	STATION	OFFSET
J	75+44.30	52.00' LT
K	75+36.25	59.83' LT
L	75+37.42	* 103.57' LT
M	75+42.21	61.99' LT
N	75+46.23	58.00' LT
O	75+47.00	58.00' LT
P	75+50.51	55.96' LT
Q	75+51.88	53.54' LT
R	75+55.39	51.50' LT

* MATCH EXISTING.

* MATCH EXISTING

POINT	STATION	OFFSET
S	75+80.03	51.50' LT
T	76+10.08	59.55' LT
U	76+67.87	81.40' LT



STA	=	76+90.00
EL	=	319.82'
ex	=	-0.20'
K	=	89
L	=	120.00'



6/18/20



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GREENS PRAIRIE ROAD WIDENING
BRAZOS COUNTY SECTION

ROADWAY PLAN & PROFILE
STA 73+50 TO STA 77+00

SHEET 9 OF 10

PROJECT NUMBER	SHEET NUMBER
ST1702	47

