



February 26, 2019

Clark Ealy  
Superintendent of Schools  
College Station Independent School District  
1812 Welsh  
College Station, Texas, 77840

*Re: Mutual Termination of Interlocal Agreement (Contract No. 11-313)*

Dear Mr. Ealy:

The City of College Station ("City") and the College Station Independent School District ("CSISD") entered into an Interlocal Agreement for Exchange of Real Property and Development Services executed December 11, 2010 ("ILA").

Both parties have performed under the ILA with the exception of the following: the City has not provided the ninety (90) day written notice to CSISD for purposes of conveying a two (2) acre tract located on land identified in the ILA from CSISD to the City for the purposes of a future fire station.

As the City no longer plans to construct a future fire station at the location anticipated in the ILA and as CSISD has a desire to utilize said land for other uses, CSISD and the City mutually agree to terminate the ILA. CSISD and the City further agree to waive the requirement at Paragraph A. of the ILA that either party give the other 120 days advance written notice of termination, with this mutual termination being effective upon the full execution of this Agreement. Please sign below and return a copy of this Agreement to Bryan Woods, City Manager at: City of College Station, P.O. Box 9960, College Station, Texas 77842. This mutual termination will then be placed on a future City Council agenda for consideration and approval.


Sincerely,

Bryan Woods  
City Manager

Mutual Release of Claims/Potential Counterclaims. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of College Station and College Station Independent School District, for itself as well as its officers, employees and agents, do hereby irrevocably waive, release, remit and forever discharge each other of and from any and all claims, counterclaims, causes of action, rights, remedies or liability of whatsoever nature or sort, arising from or related to the this ILA (Contract No. 11-313), in the present or in the future, whether now known or unknown, and whether arising under federal, state, or local statute or regulation, contract, tort, common law, or otherwise through the Effective Date of this Agreement, including but not limited to any such claims under any prior agreements or understandings asserted by any Party against the other Party


IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives.

**COLLEGE STATION INDEPENDENT  
SCHOOL DISTRICT**

By:   
Printed Name: Clark Faly  
Title: Superintendent

Date: March 1, 2019

**CITY OF COLLEGE STATION**

By:   
Bryan Woods  
City Manager

Date: 2/26/19



**ROUTING SHEET**  
**CONTRACTS & OTHER AGREEMENTS**  
 (These Documents Require Council Approval)

**For Office Use Only:**  
 2 Originals sent to Fiscal on 7/29/11  
 1 Copies sent to Legal on 7/29/11  
 Scanned into Laserfiche on 7/29

Contract No.: 11-313 Project No.: n/a

Project Name: n/a

Name of Contractor: CSISD

Contract Description: Interlocal Agreement between CSISD & City of College Station for exchange of real property for sewer service.

CRC Approval Date (if required): \_\_\_\_\_

Council Approval Date (if required): January 13, 2011 Department Representative/Extension Jeff Haerber / x6248

Agenda Item No.: Consent 2i

Finance Review Required: Insurance Certificates: MSJ Performance Bond: NA Payment Bond: NA  
 (person reviewing, please initial if approved)

Comments:

- 6 Lucy Malett 7/29/11  
 Deputy CITY SECRETARY DATE
- 5 Dave C. Ruesink 7/29/11  
 Mayor pro tem DATE
- 4 Jim [Signature] FOR DAVID NEELEY 7/27/11  
 CITY MANAGER DATE
- 3 Carla A. Robinson 07/26/11  
 LEGAL DEPARTMENT DATE
- 2 Jeffrey [Signature] 7-26-11  
 CHIEF FINANCIAL OFFICER DATE
- 1 David [Signature] 7/20/11  
 DEPARTMENT DIRECTOR/ FOR CR6  
 ADMINISTERING CONTRACT DIRECTOR DATE

**January 13, 2011**  
**Consent Agenda Item No. 21**  
**Interlocal Agreement with the College Station Independent School District**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion of an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for the exchange of real property for wastewater services.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

**Recommendation(s):** Staff recommends approval of the ILA.

**Summary:** CSISD has recently purchased two tracts of land located in south College Station. These two large-acre tracts will provide accommodations for up to four future schools or school facilities. Greens Prairie Elementary School, one of the four facilities, is currently under construction. Greens Prairie Elementary and the future facilities will require adequate access to, and use of, the City's wastewater system.

The City is the owner and operator of a lift station located at the intersection of Royder Road and Greens Prairie Trail, and is willing to let CSISD discharge wastewater into the lift station. The lift station will pump the wastewater to the Lick Creek Wastewater Treatment Plant. CSISD will be responsible for all construction costs for the infrastructure needed to connect to the lift station.

The City will be responsible for all costs associated with operation and maintenance of the lift station, as well as any improvements required to meet the future needs of the four schools or school facilities. In exchange for this, the City requested that CSISD provide land from one of the two tracts recently purchased for a future fire station site. The fire station will be necessary to serve the southern portion of College Station.

This ILA outlines the responsibilities of each party and provides for CSISD to convey approximately 2.00 acres of land adjacent to Royder Road, north of Greens Prairie Trail, for a future fire station site, as shown on the attached map.

**Budget & Financial Summary:** The immediate impact to the operation and maintenance cost of the lift station is negligible.

**Attachments:**

1. Location Map
2. Interlocal Agreement - On file in the City Secretary's Office

**Interlocal Agreement for Exchange of Real Property and Development Services  
Between College Station Independent School District and  
The City of College Station**

**THIS AGREEMENT** is made and entered into by and between COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "CSISD"), and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as the "City"), a Texas Home Rule Municipal Corporation. (CSISD and the City may be referred to hereinafter either individually as the "Party" or "Agency" or collectively as the "Parties" or the "Agencies.")

**WHEREAS**, Texas Local Government Code § 272.001(a), contains notice and bidding procedures that must be followed by a local government entity that wishes to sell real property owned by the entity; and

**WHEREAS**, Texas Local Government Code § 272.001(b)(5) permits a local government entity to convey real property to another local government entity with the power of eminent domain, without complying with the notice and bidding procedure, so long as the sale is for fair market value; and

**WHEREAS**, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, (the "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, such as administrative functions, planning, parks and recreation, waste disposal, engineering, and other governmental functions in which the parties are interested; and

**WHEREAS**, 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; and

**WHEREAS**, CSISD is an independent school district and is authorized to enter into this Agreement pursuant to the approval of its board of trustees; and

**WHEREAS**, the City and CSISD represent that each is independently authorized to perform the functions and obligations contemplated by this Agreement; and

**WHEREAS**, the governing bodies of the City and CSISD are mutually interested in the availability of City operated fire service facilities; and

**WHEREAS**, the governing bodies of the City and CSISD are mutually interested in the availability of a fiber optic network to support data, telephone, and traffic telecommunication operations; and

**WHEREAS**, access to a sewage system is essential to the operation of a public school; and

**WHEREAS**, full cooperation between the City and CSISD is necessary to achieve the best services for the citizens of College Station in a cost effective manner; and

**WHEREAS**, CSISD owns approximately 53.51 acres of real property adjacent to FM 2154, Wellborn, Brazos County, Texas, ("**Eidson Tract**"); said tract is identified on **Exhibit "A,"** attached hereto and incorporated for all purposes herein; and

**WHEREAS**, CSISD also owns approximately 46.028 acres of real property at the intersection of Royder Road and Greens Prairie Trail, in College Station, Brazos County, Texas, ("**Nelson Tract**"); said tract is identified on **Exhibit "A,"** attached hereto and incorporated for all purposes herein; and

**WHEREAS**, the City is the owner and operator of a lift station located at the intersection of Royder Road and Greens Prairie Trail, ("**Lift Station**"); and

**WHEREAS**, the Lift Station is a facility constructed to pump sewage to the College Station sewage treatment facility; and

**WHEREAS**, the City has requested that CSISD convey to the City a two acre tract of land on the Eidson Tract, adjacent to Royder Road, generally at the location indicated by an "X" on **Exhibit "A,"** attached hereto and incorporated for all purposes herein (the "**Fire Station Tract**"); and

**WHEREAS**, the two acre tract shall be located with access to a public road and shall be free of wetlands and floodplain; and

**WHEREAS**, the City may construct a fire station on the Fire Station Tract in the future; and

**WHEREAS**, the City has offered to provide CSISD use of the Lift Station for four (4) schools or school facilities built on the Nelson and Eidson tracts; and

**WHEREAS**, in consideration for use of the Lift Station, CSISD has agreed to convey the Fire Station Tract to the City upon the City's advance written notification as provided herein; and

**WHEREAS**, CSISD will bear all costs associated with the construction of on-site sewer lines that will connect its schools or school facilities to existing sewer lines or manholes with available capacity that will feed the Lift Station; and

**WHEREAS**, CSISD will bear all costs associated with the design, bidding, and construction of off-site sewer lines and appurtenances required to extend sewer service from the Lift Station to any schools or school facilities built on the Nelson or Eidson tracts; and

**WHEREAS**, the City will bear all costs associated with the operation, improvement and maintenance of the Lift Station and downstream force main, now or in the future; and

**WHEREAS**, upon completion of the off-site sewer lines and appurtenances constructed by CSISD described above, the City will assume all responsibility for the operation and maintenance of such infrastructure and for any required modifications to the Lift Station or any lines or manholes that feed into the Lift Station, now or in the future, and

**WHEREAS**, the City will ensure that the Lift Station, and associated sewer infrastructure, has sufficient capacity to transport sewage from up to four (4) CSISD schools or



school facilities located on either the Eidson Tract or the Nelson Tract, to the College Station sewer treatment facility; and

**WHEREAS**, the City has created a fiber optic network within the City in support of its data, telephone and traffic telecommunications operations; and

**WHEREAS**, on or about September 4, 2004, the City and CSISD entered an interlocal agreement for the connection of CSISD fiber optic cable to City fiber optic cable, to allow the parties access to each other's data, as well as to expand the individual networks of the City and CSISD; and

**WHEREAS**, CSISD is in immediate need of access to fiber optic cable network for use at its planned school facilities on the Nelson Tract ("CSISD fiber optic cable network"); and

**WHEREAS**, the cost to install the CSISD fiber optic network is approximately \$100,000.00; and

**WHEREAS**, CSISD has determined that it is in the best interest of CSISD to install the CSISD fiber optic cable network as soon as possible; and

**WHEREAS**, the City has agreed that it will maintain the CSISD fiber optic cable network once it is installed; and

**WHEREAS**, the City will need access and connection to the CSISD fiber optic cable network when it begins to construct the Fire Station; and

**WHEREAS**, the City has agreed to pay to CSISD one-half of the actual cost of installation of the CSISD fiber optic cable network from the connection point to existing City fiber network to the entrance to CSISD property on (The "Nelson Tract") as shown in Exhibit A, when the City requests the deed to the Fire Station site; and

**WHEREAS**, CSISD has determined that the fair market value of the Fire Station Tract is comparable to the value received by the CSISD in the form of access to the Lift Station, at no cost to CSISD; and

**WHEREAS**, the authority to administer this Agreement may be delegated by the City and CSISD to the City Manager and the Superintendent, respectively, or their designees; and

**WHEREAS**, the recitals set forth above are incorporated into this Agreement and form part of the agreement between the Parties.

**NOW THEREFORE**, the City and CSISD herein enter into this Agreement pursuant to Chapter 791 of the Texas Government Code and Section 272.001 of the Texas Local Government Code, to authorize their representatives to cooperate by allowing the sale, exchange, and conveyance of real property and services under the following terms and conditions:

1. Upon ninety (90) days advance written notice from CSISD that it intends to commence design of either a school or school facility on the Eidson Tract or the Nelson Tract, the City will take whatever steps are necessary, at the City's expense unless otherwise provided herein, to provide to CSISD the necessary capacity in the Lift Station and

sewer force main downstream of the Lift Station for the operation of such school or school facility. As a part of making the Lift Station available to CSISD, the City will make whatever modifications or improvements to the Lift Station or existing sewer infrastructure downstream of the Lift Station required to provide the capacity anticipated by such school or school facility.

- a. The City will allow CSISD to use the Lift Station for up to a total of four schools or school facilities constructed by or for the use of CSISD on the Nelson Tract and the Eidson Tract, and the City will pay for any improvements or modifications that will need to be made to the Lift Station and/or the associated sewer infrastructure downstream of the lift station for such purposes, now or in the future, unless otherwise provided herein.
  - b. CSISD will bear the cost of onsite facilities necessary to connect its schools or school facilities to an existing manhole or sewer line that feeds the Lift Station.
  - c. CSISD will bear all costs associated with the design, bidding, and construction of off-site sewer lines and appurtenances required to extend sewer service from the Lift Station to any schools or school facilities built on the Nelson or Eidson tracts.
  - d. The City will provide CSISD with access to all City easements and rights —of-way necessary to facilitate the connection of a CSISD school or school facility to the Lift Station.
2. Upon ninety (90) days advance written notice from the City to CSISD, the parties will enter into a real estate contract (in form and substance reasonably acceptable to the City and CSISD) for purposes of transferring the Fire Station Tract to the City.
- a. Costs associated with construction and installation of the Fire Station, including the costs to prepare the survey of the Fire Station Tract and costs to obtain a title policy, will be the sole responsibility of the City.
  - b. In the event that the City notifies CSISD as provided above, CSISD will petition the City to annex the Eidson Tract prior to conveying the Fire Station Tract.
3. The City agrees to assume costs of fiber optic cable maintenance, upon CSISD's construction and installation of the fiber optic cable network.
4. Upon transfer of the Fire Station Tract to the City, the City will pay to CSISD one-half (1/2) of the costs incurred by CSISD in its installation of the fiber optic cable network.

**A. Terms of Agreement.**

The term of this Agreement shall be two (2) years commencing on the date upon which the Agreement is approved by both parties. Thereafter, this agreement shall be automatically renewed for successive two-year terms, for a total of ten years, unless terminated earlier by either Party giving the other 120 days advance written notice; provided, however, that once ninety (90) days written notice is given by either party as



provided in 1. and 2. above, this Agreement may be terminated only by mutual agreement of both parties.

**B. Hold Harmless**

**The City and CSISD each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the work done under this Agreement.**

The Parties understand and agree that each Party is a "Governmental Unit" as that term is defined in Section 101.001(3) of the Texas Civil Practice Code. The Parties further understand and agree that they are entitled to the rights, protections and limitations which Title 5 of the Texas Civil Practice and Remedies Code provides for Governmental Units, including the protections and limitations afforded under Chapter 101 of the Texas Civil Practice and Remedies Code. The Parties agree to indemnify and hold the other Party and its officers, trustees, directors, employees, and agents harmless from claims, demands, causes of action, suits, damages, costs, and attorney fees, in favor of any third party, subject to the following: (a) the Party's obligation to indemnify extends only to those claims, demands, suits, causes of action, damages, costs, or attorney fees, which arise out of or are connected with their own acts or negligence; and (b) the Party's obligation to indemnify is subject to Title 5 of the Texas Civil Practice and Remedies Code. Notwithstanding anything which may be construed to the contrary herein, the Party's liability to indemnify will only exist to the extent and to the limits that it would itself otherwise be exposed to liability under Title 5 of the Texas Civil Practice and Remedies Code.

**C. 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.

**D. Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

**College Station Independent School District**  
1812 Welsh  
College Station, Texas 77840  
Attn: Superintendent of Schools

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

**E. Entire Agreement**

It is understood that 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. 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 the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

**F. 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 each Party.

**G. Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

**H. Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

**I. Authority to Enter 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 organizations.

**J. Waiver**

Failure of either 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 City 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.

**K. Agreement Read**

The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

**L. Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.

**M. 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.

EXECUTED on this the 14 day of December, 2010.

**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

By: *Randall W. Pitcock*  
Randall W. Pitcock, Board President  
College Station Independent School District

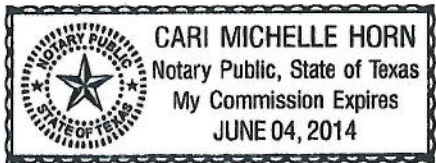
STATE OF TEXAS  
COUNTY OF BRAZOS

§  
§  
§

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the 14<sup>th</sup> day of December 2010, by **Randall W. Pitcock**, in his capacity as **Board President of College Station Independent School District**, a political subdivision, on its behalf.

*Cari Michelle Horn*  
Notary Public in and for the State of Texas  
My Commission expires on: June 4, 2014



**CITY OF COLLEGE STATION**

By: David C Ruesink  
Mayor pro tem  
City of College Station

Attest: Janyla Mellett  
City Secretary Deputy

**APPROVED:**

Q. O'Leary  
City Manager

7-26-11  
Date

Carla A Robinson  
City Attorney

07/26/11  
Date

Jeffrey Kenster  
City Chief Financial Officer

7-26-11  
Date

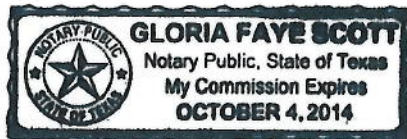
**STATE OF TEXAS**

§  
§  
§

**ACKNOWLEDGMENT**

**COUNTY OF BRAZOS**

This instrument was acknowledged before me on the 29<sup>th</sup> day of July, 2011, by Dave Ruesink, in her capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.



Gloria Faye Scott  
Notary Public in and for the State of Texas  
My Commission expires on: October 4, 2014



**Exhibit "A"**

