

**RESOLUTION NO. R2026-24**

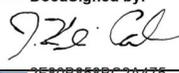
**A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter a cost sharing Interlocal Agreement with Brazoria County for the design and construction of a traffic signal at the Kingsley Drive/County Road 48 and Southern Trails Drive intersection.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

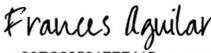
**Section 1.** That certain Interlocal Agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Interlocal Agreement with Brazoria County.

PASSED, APPROVED and ADOPTED this the 26<sup>th</sup> day of January, A.D., 2026.

DocuSigned by:  
  
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\_\_\_\_\_  
J. KEVIN COLE  
MAYOR

ATTEST:

DocuSigned by:  
  
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\_\_\_\_\_  
FRANCES AGUILAR, TRMC, MMC  
CITY SECRETARY

APPROVED AS TO FORM:

DocuSigned by:  
  
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\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY



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PEARLAND – BRAZORIA COUNTY  
INTERLOCAL AGREEMENT  
(TRAFFIC SIGNAL PROJECT)

This Agreement is made between the **CITY OF PEARLAND**, a municipal body politic, acting through its City Council (the “City”), and **BRAZORIA COUNTY**, a political subdivision of the State of Texas acting through its Commissioners Court (the “County”). City and County may collectively be referred as the “Parties”.

NOW THEREFORE, CITY and COUNTY agree as follows:

**RECITALS**

**WHEREAS**, this Agreement is made pursuant to Texas Government Code section 791.011 in that it contemplates the furnishing of governmental functions and services between the parties; and

**WHEREAS**, by way of this Agreement, City and County wish to formalize their joint participation in the construction of and funding of a Traffic Signal (“**Project**”) at the intersection of CR 48 (Kingsley Drive.) and Southern Trails Drive; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and benefits herein contained, the City and the County hereby agree to jointly participate in the funding and construction of the Project.

**AGREEMENT**

**I. Project Description:**

- A. **General Location:** The intersection of CR 48 (Kingsley Drive) and Southern Trails Drive, as shown on **Exhibit “A,”** attached hereto.
- B. **Scope of the Project:** The Project Scope consists of the design and construction of the Project as more accurately described on **Exhibit “B,”** attached hereto.

**II. Responsibilities of the Parties:**

- A. The City shall be responsible for the following:
  - (1) Cause the Project to be designed and constructed in accordance with the Scope of the Project set out in Exhibit “B” attached hereto;
  - (2) Competitively bid the Project;

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- (3) Manage construction of the Project;
- (4) Coordinate with and provide progress reports to County during construction;
- (5) Pay the actual construction costs, minus the County's Contribution as provided in Section II. B below;
- (6) Assume Project ownership and maintenance responsibilities upon completion and City acceptance.
- (7) Collaborate with County to accomplish the annexation of a portion of the CR 48 (Kingsley) ROW in which MUD #34 boundary is adjacent to at least one side of the ROW and extending south to Magnolia Pkwy, including the intersection of CR48 (Kingsley) and Magnolia Pkwy.

B. The County shall be responsible for the following:

- (1) County Funding: County shall contribute 50% of the total Project cost. Brazoria County's design contribution shall be paid to City within thirty (30) days following City's award of the bid. Brazoria County's construction contribution shall be paid to City within thirty (30) days follow the issuance of a certificate of substantial completion by City.

### **III. Miscellaneous**

- A. Each party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service or materials it provides for the other party's benefit.
- B. Each Party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with State, City and County guidelines and timely provide such monies as promised herein to fund its respective share of each project, subject to the following:
  - (1) Funding and services for the project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to be commenced; and
  - (2) Provided that upon appropriation of revenue for the project described herein and upon commencement of a party's funding or services for the project or execution of a construction contract for the particular project, the parties shall be obligated to the construction funding and services described in this Agreement for the project, and that specific project only.

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- C. The Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.
- D. For any incident, other than as outlined in Section II B. above, the Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising in whole or part from this Agreement.
- E. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work, or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- F. The rights and obligations of this Agreement shall not be assigned without prior written consent of the Parties.
- G. This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.
- H. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
- I. This Agreement shall be binding upon and inure to the benefit of the Parties and their administrators, agents, employees, successors, and assigns permitted by this Agreement.
- J. Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement, \_\_\_\_\_, 2026.

**CITY OF PEARLAND, TEXAS**

DocuSigned by:  
By:  \_\_\_\_\_  
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Print Name: Trent Epperson

Title: City Manager

Date: 1/27/2026 | 10:18 AM CST

**BRAZORIA COUNTY**

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

Print Name: \_\_\_\_\_

Title: County Judge

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

CITY OF PEARLAND:

Attest: Frances Aguilar  
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Name: Frances Aguilar

Title: City Secretary

Date: 1/27/2026 | 9:07 AM CST

