

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND  
THE CITY OF ANGLETON, TEXAS, FOR  
COURTHOUSE EXPANSION PROJECT**

This Interlocal Agreement (this “Agreement”) is made effective as of the Effective Date (as defined below), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the “County”), and the CITY OF ANGLETON, TEXAS, acting through its Mayor (the “City”). The City and the County may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, [Texas Transportation Code § 311.001](#) authorizes the City to exercise exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, [Texas Government Code § 791.011](#) authorizes the City to enter into an interlocal agreement with the County to provide a governmental function or service that each party to the contract is authorized to perform individually; and

WHEREAS, [Texas Transportation Code § 251.012](#) and [Texas Government Code § 791.032](#) provides that with the approval of the City, the County may enter into the agreement for work performed on their property and City right of way for roads, parking lots and sidewalks; and

WHEREAS, Texas Local Government Code §212.903 allows a county to not obtain a building permit for any new construction performed within the limits of a municipality when county personnel act as general contractor on county-owned buildings or facilities; and

WHEREAS, the City Council of the City has authorized and approved the improvement of Project within the City by Resolution \_\_\_\_\_ dated \_\_\_\_\_, 2021; and

WHEREAS, the Commissioners Court of the County has authorized and approved the spending of County money for the improvements provided herein within the City by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2021;

NOW, THEREFORE, the County and the City agree as follows:

1. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing bodies of the City and the County.
2. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
3. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.
4. **Term.** This Agreement shall commence on the Effective Date and shall terminate under the conditions set forth herein.

5. **Improvements** The County and the City hereby jointly agree to incorporate the City's improvement of moving utilities, closing a portion of Chenango, re-routing, updating, and replacing water and sanitary sewer utilities, widening of roads, installing sidewalk and bicycle lanes, and providing easements identified in **Exhibit A** in conjunction with the Courthouse Expansion Project.

6. **County's Covenants**. County agrees to the following:

- a. Reimburse the City 45 days after invoiced for work performed as identified in **Exhibit A** which includes constructing, replacing, improving, moving, and/or removing water and sewer utilities, widen city streets, reconstruct Arcola and install sidewalks and bicycle lanes based upon the Engineer's opinion of probable costs of \$824,583.50 on an actual cost basis; and
- b. Grant a 15' easement to the City for proposed sanitary sewer along Locust Street and North Velasco Street (Business 288). Said easement(s) will be conveyed by plat; and
- c. Construct temporary drainage easement(s) until such time as all drainage is re-worked and built; and
- d. Comply with all building code standards and regulations of the City; and
- e. Pay City's permitting fees for the Courthouse expansion project; and
- f. Pursuant to Section 212.903 of the Texas Local Government Code, conduct all inspections of the Courthouse expansion project and provide City all inspection reports. County will provide City all information on inspection firm(s) contracted for inspections; and
- g. Obtain floodplain permit(s) from the City.

7. **City's Covenants**. City agrees to the following:

- a. During the re-platting process, re-zone the areas identified on Exhibit C to Zone CBD and grant a variance allowing the new proposed structure to be five stories consistent with the current courthouse facilities;
- b. Cause to be constructed, replaced, improved, moved, and/or removed water and sewer utilities, and widen city streets, identified in **Exhibit A**;
- c. Reconstruct Arcola and install sidewalks and bicycle lanes once designed and as identified in Exhibit B (to be attached after both Parties sign off on final design);

- d. Close and abandon a portion of Chenango as designed in the Courthouse Expansion Project which will be utilized as private parking with gated entrance. Abandonment shall be handled in the re-platting process.
- e. Allow the 10-foot landscaping buffer to include 5-feet of right-of-way;
- f. Provide County the identified location of the sanitary sewer easement along Locust Street for inclusion in plat;
- g. Grant temporary drainage easements during the construction of the Courthouse Expansion Project;
- h. Provide certificate of occupancy for individual buildings as completed during the Courthouse Expansion Project upon receipt of all inspection reports showing compliance with City building standards and regulations; and
- i. Invoice the County monthly for engineering and construction cost.

8. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.

9. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.

10. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.

11. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties. The City has exclusive control over and under the public highways, streets, and alleys of the City and shall have dominant control over the project contemplated by this Agreement.

12. **Supervision and Administration.** Pursuant to [Texas Government Code § 791.013](#), the Parties may create an administrative agency, designate a local government, or contract with a qualified tax-exempt organization to supervise the performance of this Agreement.

13. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be *exclusively* in a court of appropriate jurisdiction in Brazoria County, Texas.

14. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with [Texas Government Code Chapter 552 et seq.](#), as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

15. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

16. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

17. **No Indemnification by City or County.** The Parties expressly acknowledge that the City’s and the County’s authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the Texas Constitution](#), and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

18. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

19. **No Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party.

20. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the City and the County pertaining to the project contemplated hereby and fully supersedes all prior agreements and understandings between the City and the County pertaining to such transaction.

21. **Modification.** The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the County.

22. **Further Assurances.** Both the City and the County agree that they will without further consideration execute and deliver such other documents and take such other actions as may

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be reasonably requested by the other Party to consummate more effectively the project contemplated hereby.

23. **Joint Drafting.** Both Parties agree that this Agreement, including the exhibits, was jointly drafted, negotiated, and agreed upon by the City and the County.

24. **Notices.** All notices, demands and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be given in the aforesaid manner, and shall be deemed effective when personally delivered to the address of the party to receive such notice set forth below, or, whether actually received or not, three (3) days after such written notice, demand or request has been deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as set forth on the signature pages attached hereto and made a part hereof for all purposes, or such other place as the City or the County, respectively, may from time to time designate by written notice to the other.

Any written notice to be given to the City shall be given to the City at the following addresses:

City of Angleton, Texas  
121 South Velasco  
Angleton, Texas 77515  
Attn: Chris Wittaker, City Manager  
Email: \_\_\_\_\_

With a copy of any such notice to the City's attorney at:

J. Grady Randle  
Randle Law Office Ltd., L.L.P.  
Memorial City Plaza II  
820 Gessner, Suite 1570  
Houston, Texas 77024-4494  
Email: \_\_\_\_\_

Any written notice to be given to the County shall be given to the County at the following addresses:

Matt Hanks  
Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
Email: [matth@brazoria-county.com](mailto:matth@brazoria-county.com)  
[clayf@brazoria-county.com](mailto:clayf@brazoria-county.com)

With a copy of any such notice to the County's attorney at:

Mary Shine  
Brazoria County Criminal District Attorney's Office  
111 E. Locust, Suite 408A  
Angleton, Texas 77515  
Email: [maryc@brazoria-county.com](mailto:maryc@brazoria-county.com)

25. **Effective Date.** The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

**COUNTY:**

BRAZORIA COUNTY, TEXAS

**CITY:**

THE CITY OF ANGLETON, TEXAS

By: \_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
Brazoria County Judge

By: \_\_\_\_\_  
Jason Perez  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
Chris Wittaker  
City Manager