

**Interlocal Agreement Between Brazoria County, Texas, and
the City of Angleton, Texas, for the Installation of a Gas Line to the Air
Conditioning/Heater Unit in the Hall of Exhibits,
Brazoria County Fairgrounds**

This Interlocal Agreement (this "Agreement") is made effective as of the Effective Date (the date on which the second of the two parties execute this Agreement), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the "County"), and the CITY OF ANGLETON, TEXAS, acting through its Mayor and City Council (the "City"). The City and the County may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, The Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended authorizes the City and the County to enter into an interlocal agreement to provide a governmental function or service; 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, the City has agreed, authorized, and approved the expenditure necessary to install a gas line and meter to the AC/heating unit to improve the Hall of Exhibits building located on Brazoria County Fairgrounds property at 901 S. Downing Road, Angleton, Texas 77515, (the "Building") within the City; and

WHEREAS, the Commissioners Court of the County has authorized and approved access to the Building for the installation of a gas line and meter to the Hall of Exhibits, as well as a gas line from the meter to an air conditioning/heater unit (the "Improvement"), at City expense, for the purpose of supplying heat to the Building for the benefit of the public;

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 must make those payments from current revenues available to that paying Party.
4. **Term.** This Agreement shall commence on the date of the last execution and shall terminate one (1) year after the execution date.
5. **Improvement of the Building.** The County and the City hereby jointly agree to cooperate to enable the installation of the gas line, meter, and connection to the air

conditioning/heating unit to the Building within the City. The County agrees to allow the City, and any persons with whom the City contracts, access to the Building for the Project, for the purpose of supplying heat to the Building or alternatively the County shall solely arrange for the improvement and the City shall reimburse County.

6. **City's Covenants.** City agrees to spend City funds to finance the improvement of the Building owned by the County within the City, and agrees to reimburse the County for the following:

- a. Construction of a gas line and meter for the Building; and
- b. Construction of a gas line from the meter to an air conditioning/heater unit for the Building.
- c. It is agreed the County shall use its contractor or staff to complete construction.

7. **County's Covenants.** County agrees to:

- a. Either construct or contract for the construction of a gas line and meter for the Building and gas line and connection to an air conditioning/heater unit for the Building for the purpose of supplying a gas line, meter and heat to the Building; and
- b. Allow the City rent-free guaranteed access to the Brazoria County Fairgrounds property located at 901 S. Downing Road, Angleton, Texas 77515, for the following annual event, dates to be determined by the City:
 - i. Angleton Market Days in November 2024;

8. **Fair Compensation.** The Parties acknowledge and agree that each of the covenants contemplated by this Agreement fairly compensates 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.

12. **Alternative Dispute Resolution.** Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.

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 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 any 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 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 Whittaker, City Manager

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

Randle Law Office Ltd., L.L.P.
Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

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

L. M. "Matt" Sebesta, Jr.
Brazoria County Judge
111 E. Locust
Angleton, Texas 77515

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
Angleton, Texas 77515

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

[signature page follows]

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

COUNTY:

BRAZORIA COUNTY, TEXAS

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

Date: 12/12/2023

CITY:

THE CITY OF ANGLETON, TEXAS

By: _____
John Wright
Mayor

Date: _____

ATTEST:

By: _____
Chris Whittaker
City Manager

Date: _____