

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND
THE CITY OF ANGLETON, TEXAS, FOR THE 2024 SIGNAGE & PAVING
IMPROVEMENTS 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 Transportation Code § 251.012 and Texas Government Code § 791.032 authorizes the City to enter into an interlocal agreement with the County to for work performed for the construction, improvement, maintenance or repair of streets or alleys in the municipality; and

WHEREAS, the County and City recognize public parking around the Brazoria County Courthouse and Administration Building is steadily increasing due to the growing County population and construction of new buildings, and on-street parking along city streets including Locust, Arcola, Magnolia and Live Oak Streets has increased; and

WHEREAS, the City Council of the City has authorized and approved the improvement of 2024 Paving Improvements Project by council action at the April 23, 2024 regular City Council meeting; and

WHEREAS, the Commissioners Court of the County has authorized and approved the spending of County money, improvement listed within the City by Court Order No. H. 30 dated May 14, 2024;

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. **2024 Paving Improvements** The County and the City hereby jointly agree to make improvements and installation of pavement markings and signage on and along City streets identified in **Exhibit A** and at any other location around the Courthouse structures and parking lots to control parking, direct the public to other County parking facilities, properly identify crosswalks and no parking areas to ensure the safety and protection of pedestrians, and the efficient flow of automobile traffic.

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

- a. Fabrication of six (6) wayfinding signs that conform with County, City and the Texas Department of Transportation Manual on Uniform Traffic Control Devices ("MUTCD") specifications as set forth in **Exhibit A** (quantity and locations as described in the Exhibit A); and
- b. Installation of all forty eight (48) signs that conform with County, City and "MUTCD" guidelines, fabricated by City and County as depicted on **Exhibit A**; and
- c. Installation of all pavement markings depicted on **Exhibit A** and at other locations around the County structures and parking that meet "MUTCD" requirements relating to crosswalks and parking control.

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

- a. Fabricate a total of forty two (42) signs that conform with County, City and the Texas Department of Transportation Manual on Uniform Traffic Control Devices ("MUTCD") specifications including "No Parking Anytime," "No Courthouse Parking," and "Stop" signs as set forth in **Exhibit A** (quantity); and
- b. Approve the pavement markings and signage installation on City streets as set forth in **Exhibit A** and other locations as recommended by the "MUTCD" if any.

8. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensates the performing Party. In lieu of actual payment the monetary value of the obligations and the necessary manpower and expenditures to fabricate, and install signage and pavement markings represent fair compensation.

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 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

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, TX 77024-4494

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

Karen McKinnon
Brazoria County Engineer
451 N. Velasco, Suite 230
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, Suite 408A
Angleton, Texas 77515

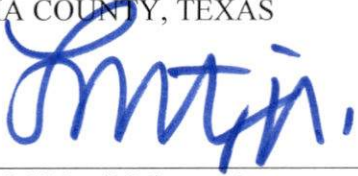
25. **Effective Date.** The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

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

COUNTY:

BRAZORIA COUNTY, TEXAS

By:



L.M. "Matt" Sebesta, Jr.
County Judge

CITY:

THE CITY OF ANGLETON, TEXAS

By:

John Wright Brazoria
Mayor

ATTEST:

By:

Chris Wittaker
City Manager

EXHIBIT

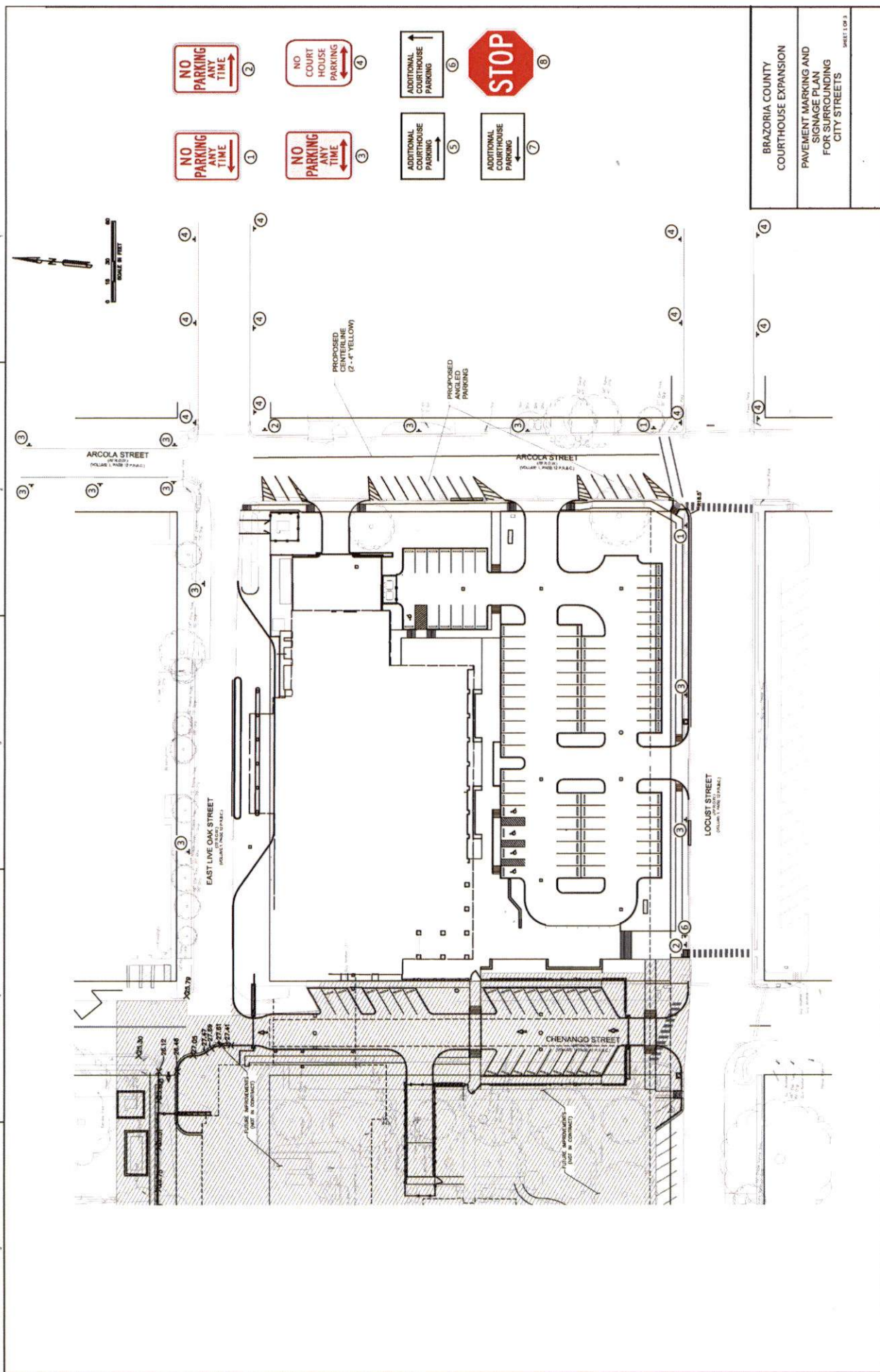
A

| | PAVEMENT MARKING | |
|--------------|--------------------|-----------------------------|
| | CENTERLINE (LF) | PARKING SPOTS # OF SPOTS |
| SHEET 1 OF 3 | 325 | 15 |
| SHEET 2 OF 3 | 325 | 12 |
| SHEET 3 OF 3 | 325 | EXISTING |
| TOTAL | 975 | 27 |

COUNTY WILL INSTALLED ALL PAVEMENT MARKINGS



SHEET 1 OF 1



NO PARKING ANY TIME

NO COURT HOUSE PARKING

ADDITIONAL COURTHOUSE PARKING

STOP

NO PARKING ANY TIME

NO PARKING ANY TIME

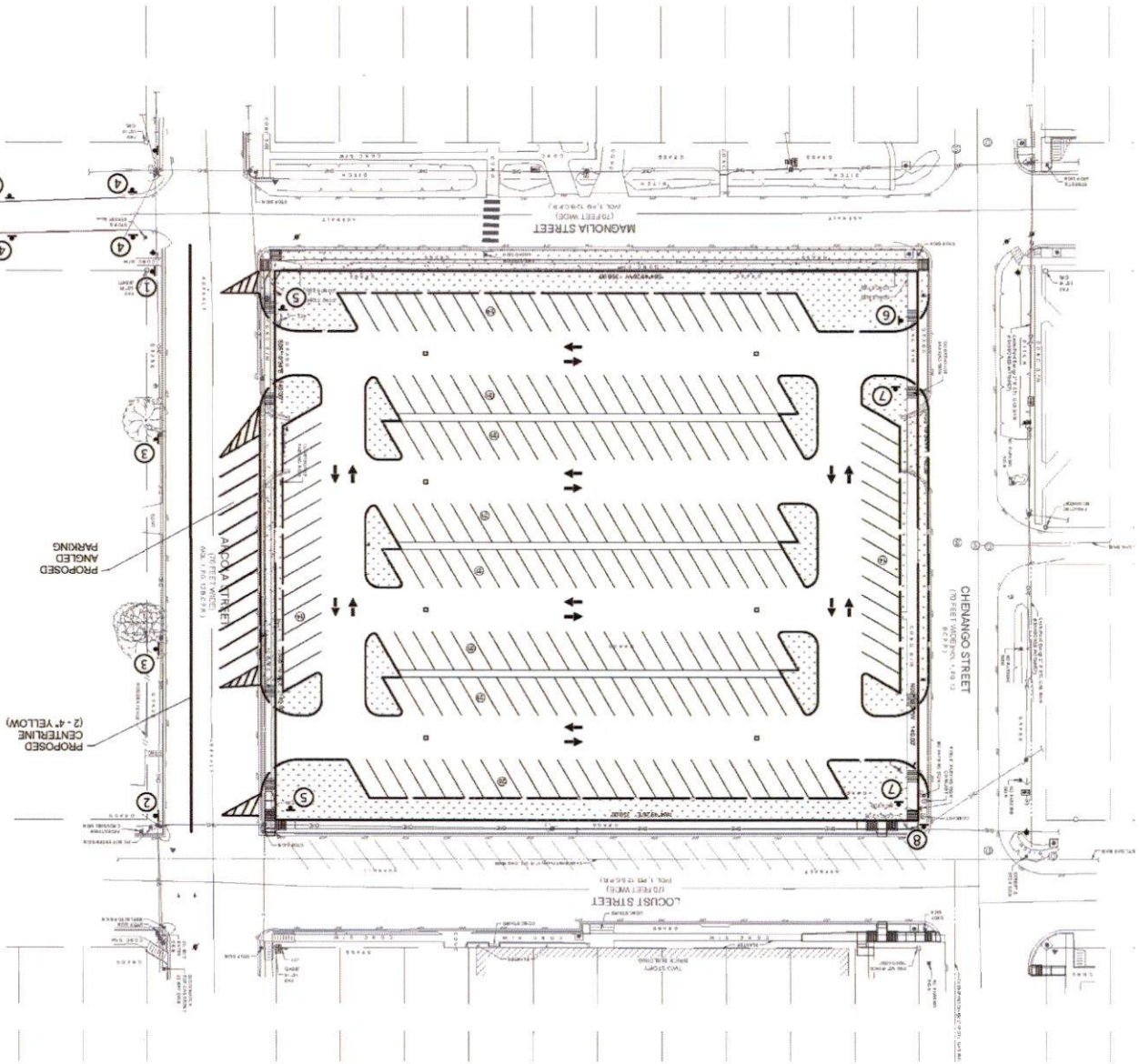
ADDITIONAL COURTHOUSE PARKING

ADDITIONAL COURTHOUSE PARKING

BRAZORIA COUNTY
COURTHOUSE EXPANSION

PAVEMENT MARKING AND
SIGNAGE PLAN
FOR SURROUNDING
CITY STREETS

SHEET 1 OF 3



- | | |
|--------------|--------------|
| 8 | 7 |
| 6 | 5 |
| 4 | 3 |
| 2 | 1 |

BRAZORIA COUNTY
COURTHOUSE EXPANSION

PAVEMENT MARKING AND
SIGNAGE PLAN
FOR SURROUNDING
CITY STREETS

SHEET 2 OF 3

