

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND
THE CITY OF ANGLETON, TEXAS REGARDING
BRAZORIA COUNTY COURTHOUSE IMPROVEMENTS**

This Interlocal Agreement (“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 City Council (the “City”). The City and the County may be referred to individually as a “Party” and collectively as the “Parties.” The Parties mutually agree, and state as follows:

I. Recitals

WHEREAS, Angleton is a Home-Rule Municipal Corporation in Brazoria County, Texas and Brazoria County is defined as a local government in Texas Government Code Section 791.003, both parties enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the “Act”), Chapter 791 of the Texas Government Code, as amended. Angleton and County wish to enter into an agreement regarding the Brazoria County Courthouse Improvements on the 200 Block of Locust Street, within the city limits of Angleton, Texas.

WHEREAS both the City and the County represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

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, both Angleton and the County find it mutually desirable to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. COVENANTS

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate upon completion of the obligations set forth herein.

2. **Improvements.** The County and the City hereby jointly agree to incorporate the City's improvement of moving utilities, closing and abandoning a portion of Chenango, re-routing, updating, and replacing water and sanitary sewer utilities, widening of roads, installing a 10- foot shared path, and providing easements identified in **Exhibit A**, prepared by the City of Angleton City Engineer in conjunction with the Brazoria County Courthouse Improvements in the 200 Block of Locust Street.

3. **County's Obligations.** County agrees to the following:

- a. Reimburse the City no later than forty-five (45) days after the date of City invoice for work performed as identified in **Exhibit A** which includes constructing, replacing, improving, moving, and removing water and sewer utilities, widen city streets, reconstruct Arcola Street and installing a 10-foot shared path based upon the City of Angleton Engineer's opinion of probable costs of Eight Hundred Fifty Seven Thousand Nine Hundred Forty Three and 75/100 (\$857,943.75) on an actual cost basis; and
- b. Grant a fifteen (15) foot easement to the City for proposed sanitary sewer along Locust Street and North Velasco Street (Business 288). Said easement(s) will be conveyed both by conveyance document and by plat; and
- c. Construct temporary drainage easements until such time as all drainage is re-worked, re-configured, and constructed; and
- d. Comply with all building code standards and regulations of the City as set forth in the Code of Ordinances of the City of Angleton, Texas, as amended; and
- e. The County will hire at their own cost a third-party consultant to perform self-inspection of the courthouse improvements as set forth in Section f. below of this Agreement. However, the County agrees to pay all of City's permitting fees for the Brazoria County courthouse improvements prior to issuance of any building permits as agreed between the parties. The City and County agree that no development permit is required, and no development permit fee will be paid as set forth in Section 23-93 C.3 of the Angleton Code of Ordinances; and
- f. Pursuant to Section 212.903 of the Texas Local Government Code, the County shall conduct all inspections of County owned buildings or facilities

that are a component of the work described as the Courthouse Expansion Project, or courthouse improvements, and provide City all inspection reports immediately upon receipt by County. County will provide City all information on inspection firm(s) contracted for inspections, and all inspections shall be performed by a registered professional engineer or architect licensed in the State of Texas or appropriately certified by the Texas Department of Licensing and Regulation as an inspector in the appropriate discipline;

4. **City's Obligations.** City agrees to the following:
 - a. Cause to be constructed, replaced, improved, moved, or removed water and sewer utilities, and widen city streets, identified in **Exhibit A**;
 - b. Reconstruct Arcola Street and install shared paths as identified in **Exhibit A** prepared by City of Angleton City Engineer.
 - c. Close and abandon the Chenango Street right-of-way between East Live Oak and East Locust Streets in accordance with the Brazoria County courthouse expansion which will be utilized as private parking with gated entrance. Abandonment shall be evidenced by conveyance instrument and handled in the re-platting process, as permitted by the City of Angleton Code of Ordinances.
 - d. Provide County the identified location of the proposed 15-foot sanitary sewer easement for the proposed 8-inch sanitary sewer on Arcola Street beginning at the mid-block manhole between Ash and Cedar Street to the intersection of Locust Street for inclusion in plat;
 - e. Grant a temporary 20-foot-wide drainage easements in the proposed abandoned portion of the Chenango Street right-of-way where the current storm sewer system is located. This easement will remain in effect until the City is able to construct a new storm sewer along Arcola Street and provide the required storm sewer mitigation for the improvements;
 - f. City will provide certificate of occupancy, in accordance with the City of Angleton Code of Ordinances, as amended, for individual buildings as completed during the Courthouse Expansion Project, or courthouse improvements upon receipt of all inspection reports showing compliance with City building standards and regulations; and
 - g. Invoice the County on a monthly basis or every thirty (30) days engineering and construction costs for the agreed improvements to the utilities in the area and Arcola Street right-of-way as show in **Exhibit A** prepared by the City of Angleton City Engineer.

5. **Consideration.** This agreement is made in consideration of the obligations of the parties herein.

6. **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.

7. **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.

8. **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.

9. **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.

10. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another. There is no partnership, joint venture, or employee-employer relationship between the parties. Rather, each party shall be an independent contractor under the terms of this agreement and shall assume all of the rights, obligations, and liabilities applicable to it as an independent contractor hereunder, and any provisions in this agreement which may appear to give one party ("the first party") the right to direct the other party ("the second party") as to the details of doing the work herein covered shall be deemed to mean that the second party shall follow the first party's requests in the results of the work only.

11. No agent or employee of either party shall be a borrowed servant of the other party.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.**

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

18. **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.

19. This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.

20. This is not a third-party contract. This contract may not be enforced by any person other than the County or the City, and nothing herein shall be construed to create any rights in third parties.

21. A party is not required to perform any term or covenant in this agreement as long as performance is delayed or prevented by *force majeure*, which includes strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and epidemics, pandemic, acts of God. However, a party's obligations shall not be delayed by this section for more than 180 consecutive days nor more than 365 days in the aggregate, and if a *force majeure* delays or prevents performance longer than that, then either party may terminate this agreement by notice to the other party. Termination shall not impair any obligation of the City to pay its share of costs incurred before termination. Regardless of any other provision, this section shall not excuse a failure to pay money.

22. **Severability Clause:** The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

23. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. 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 entity.

24. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other. Each party agrees, represents, and conclusively stipulates that it has neither received nor relied upon any oral or written representations or promises concerning the subject matter of this agreement, except for the statements written in this document.

25. **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.

26. **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.

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

28. In the event either party fails to fulfill the obligations set forth in Paragraph II, 3. and 4. regarding the parties' obligations as set forth herein, the City or County shall give written notice of default with an opportunity to cure such default within thirty (30) days. If either party fails to cure such default during the 30-day cure period, then the other party may terminate the Agreement.

29. **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 Whittaker, 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, Texas 77024-4494

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

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

30. **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

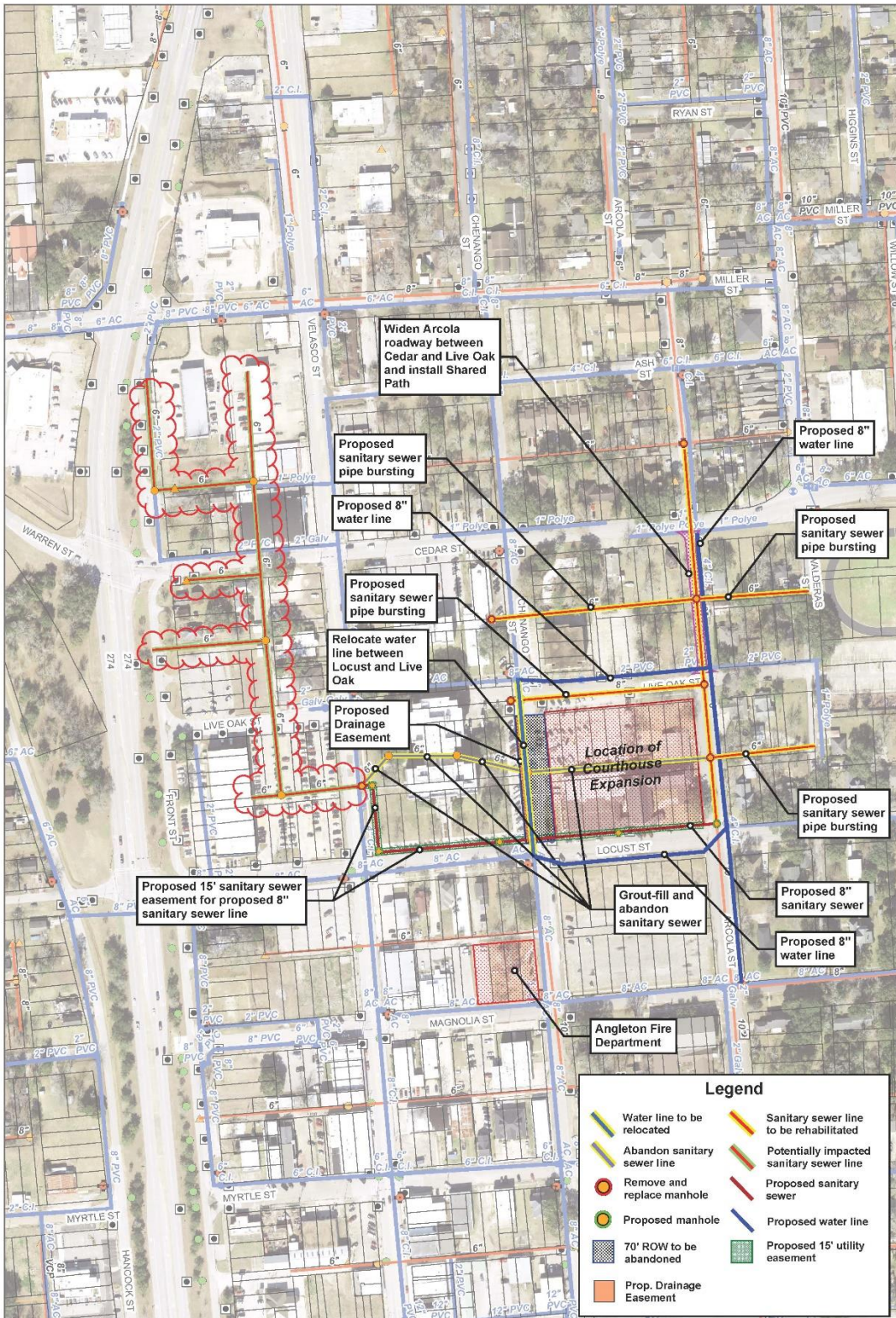
By: _____
L.M. “Matt” Sebesta, Jr.
Brazoria County Judge

By: _____
Jason Perez
Mayor

ATTEST:

By: _____
Frances Aguilar
City Secretary

**Exhibit "A" Follows
(3 Total Pages)**



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. 23201-102. The user is encouraged to independently verify all information contained in this product. The City of Angleton makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS, (2) assumes all responsibility for the use thereof, and (3) releases the City of Angleton from any damages, loss, or liability arising from such use.



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121 S. Velasco St.
Angleton, TX 77515
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City of Angleton GIS Mapping

1" = 200'
N



June 29, 2021

Mr. Matt Hanks, PE
Brazoria County Engineer
Brazoria County Court House
111 E. Locust
Angleton, Texas 77515

Re: Brazoria County Courthouse Annex
Chenango ROW Abandonment
City of Angleton, Texas

Brazoria County has approached the City about constructing an annex to the County Courthouse on the 200 Block of Locust St. in Angleton, TX. The County has request that the City of Angleton abandon the Chenango St. right-of-way between Live Oaks St. In return for the abandonment of the Chenango Street right-of-way, the City has requested improvements to the utilities in the area and paving improvements on Arcola Street between Cedar Street and Live Oak. The below following are the agreed upon area improvements:

Sanitary Sewer:

The existing 6" sanitary sewer that currently services the Brazoria County Campus (Existing Court House and all County Properties west of 288B) is located under the existing County Courthouse and continues through the property where the new Courthouse expansion will be located (See attached exhibit). This existing section will need to be abandon prior to the Courthouse expansion.

A new sanitary sewer alignment will be required to continue provided services to the County Campus. It is proposed that the existing 6-inch sanitary sewer and 6 existing sanitary manholes on that sewer located on the County Courthouse block and the proposed County Courthouse Annex block be abandoned and grout filled. The County has agreed to provide a 15' sanitary sewer easement along Velasco and Locust Street for the new proposed sanitary sewer alignment. The new sanitary sewer will be an 8-inch PVC pipe beginning at the existing sanitary sewer manhole on the west side of the existing County courthouse block at Velasco Street, continuing south to the corner of Velasco and Locust Street, then turning west along the north side of Locust Street tying into a proposed sanitary sewer manhole on Arcola Street on the existing sanitary sewer. Areas of the proposed sanitary sewer pipe that will run underneath street paving will be installed by boring to avoid additional pavement costs. Areas where sidewalks are disturbed for the sanitary sewer installation will be replaced.

The project also includes the installation of a new 8" sanitary sewer on Arcola Street beginning at the Mid-block manhole between Ash and Cedar Street to the intersection of Locust

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Texas Registered Engineering Firm F-754

Street. All connecting sewer lines will be rehabilitated with new HDPE pipe to the nearest manhole or cleanout. Existing manholes will be rehabilitated and existing cleanout will be replaced with manholes.

Waterline:

The existing 8-inch AC water line located in the Chenango right-of-way between Live Oak and Locust St. must be relocated to facilitate the County Courthouse expansion. A 8-inch water line is proposed on the north side of Live Oak Street between Chenango and Arcola Street. A new 8" waterline is proposed from the intersection of Locust Street and Arcola Street east one block to Chenango Street and south one block from the same intersection to Magnolia Street.

The existing 4-inch cast iron water line located on Arcola between Cedar and Live Oak will be abandoned and replaced with an 8-inch PVC water line.

All waterlines described will be installed by boring.

Pavement:

The existing street cross section of Arcola from Cedar to Live Oak is a 19' elevated asphalt roadway with shallow roadside swales. As part of the agreement to abandon the Chenango right-of-way, this section of Arcola Street will be widened to a 28' wide 7" thick concrete curb and gutter street section. The improved street cross section will also include a proposed 10-foot wide concrete shared path that includes curb ramps where necessary.

Chenango Storm Sewer Easements:

Due to the City having an active storm sewer inside the Chenango right-of-way that must remain active until the funding become available for the new proposed system on Arcola, a 20-foot wide drainage easement shall be obtained from the County over the existing storm sewer in the existing Chenango right-of-way between Live Oak Street and Locus Street.

Item					
No.	Quantity	Unit	Item Description	Unit Price	Total Amount
SANITARY SEWER ITEMS:					
1	1,730	L.F.	8" gravity sewer line, installed by open-cut	\$ 55.00	\$ 95,150.00
2	120	L.F.	8" gravity sewer line, installed by boring ¹	\$ 115.00	\$ 13,800.00
3	1,010	L.F.	8" gravity sewer line by pipe bursting	\$ 43.00	\$ 43,430.00
4	13	EA.	4' diameter manhole	\$ 5,000.00	\$ 65,000.00
5	195	V.F.	1" SewperCoat lining for rehabbing interior of 4' diameter manholes ²	\$ 110.00	\$ 21,450.00
6	7	C.Y.	Grout fill for abandonment of existing sanitary sewer	\$ 200.00	\$ 1,400.00
7	3	EA.	Abandon existing manhole	\$ 750.00	\$ 2,250.00
8	12	EA.	Sanitary sewer service connection	\$ 1,500.00	\$ 18,000.00
TOTAL SANITARY SEWER ITEMS:					\$ 260,480.00
WATER LINE ITEMS:					
9	2,040	L.F.	8" PVC water line, installed by open-cut	\$55.00	\$ 112,200.00
10	405	L.F.	8" PVC water line, installed by boring ¹	\$115.00	\$ 46,575.00
11	6	EA.	8" wet connection	\$1,000.00	\$ 6,000.00
12	14	EA.	8" gate valve and box	\$1,600.00	\$ 22,400.00
13	2	EA.	Furnish and Install Fire Hydrant Assembly including 6" Gate Valve and Lea	\$5,500.00	\$ 11,000.00
14	3	EA.	Abandon Existing Water Valve	\$350.00	\$ 1,050.00
15	11	EA.	Water service connection	\$1,500.00	\$ 16,500.00
16	130	L.F.	16" steel casing	\$250.00	\$ 32,500.00
TOTAL WATER LINE ITEMS:					\$ 248,225.00
PAVING ITEMS:					
17	1,100	S.Y.	Remove existing asphalt pavement and base	\$10.00	\$ 11,000.00
18	1,100	S.Y.	7" Reinforced Concrete Pavement	\$70.00	\$ 77,000.00
19	1,250	S.Y.	6" Lime Subgrade	\$7.00	\$ 8,750.00
20	120	TON	Lime (4% by dry unit weight)	\$200.00	\$ 24,000.00
21	2	EA.	Temporary Driveway	\$700.00	\$ 1,400.00
22	320	S.Y.	Remove and Replace 6" Concrete Driveways	\$90.00	\$ 28,800.00
23	50	L.F.	Concrete Paving Header	\$20.00	\$ 1,000.00
24	180	S.Y.	Remove and replace existing sidewalk and wheelchair ramps	\$5.00	\$ 900.00
25	720	L.F.	6" Concrete Curb	\$8.00	\$ 5,760.00
26	400	S.Y.	6" concrete sidewalk	\$16.00	\$ 6,400.00
27	240	S.F.	Concrete curb ramp ³	\$11.00	\$ 2,640.00
28	1	LS	Grading Right-Of-Way	\$10,000.00	\$ 10,000.00
TOTAL OTHER ITEMS:					\$ 177,650.00
TOTAL CONSTRUCTION COST:					\$ 686,355.00
MISCELLANEOUS ITEMS (25%):					\$ 171,588.75
Engineer's Opinion of Probable Construction Cost:					\$ 857,943.75

¹ Pipes are installed by boring across street intersections.² Manholes are generally assumed to be on average 15 ft deep for the purposes of this estimate.³ Assume that curb ramps on average are 6 ft long