

INTERLOCAL AGREEMENT FOR ROAD MAINTENANCE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS INTERLOCAL AGREEMENT FOR ROAD MAINTENANCE (the "Agreement") is made and entered into by and between BRAZORIA COUNTY, a political subdivision of the State of Texas (the "County") and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 82, a political subdivision of the State of Texas operating as a municipal utility district (the "District"). The County and the District may hereinafter collectively be referred to as the Parties.

RECITALS

WHEREAS, the District lies within the extraterritorial jurisdiction of the City of Angleton, an unincorporated area of Brazoria County, Texas;

WHEREAS, the District will contain a residential subdivision that is subject to the City of Angleton's subdivision platting authority;

WHEREAS, the County reviews plats and road construction plans for development in the unincorporated areas of the County for compliance with County road standards;

WHEREAS, the County requirements and standards for roads can be found in the Brazoria County Subdivision Regulations, as amended February 9, 2021 (the "Regulations");

WHEREAS, the District will design and construct major thoroughfares to meet the Regulations, but the plans for the collectors and interior streets within the residential subdivisions in the District may not meet the requirements in the Regulations;

WHEREAS, the County will not maintain or accept roads within the District into the Brazoria County Road Maintenance System the plans for which do not meet or exceed the requirements set forth in the Regulations;

WHEREAS, the County and the District desire to enter into an interlocal agreement providing for the care, maintenance, and ownership by the District of the internal public roads lying within the District's boundaries (the "District Roads"), and the care, maintenance, and ownership by the County of the major thoroughfares (the "County Roads"), collectively District Roads and County Roads are referred to herein as "Public Roads".

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, the parties hereby agree as follows:

ARTICLE ONE

OWNERSHIP AND MAINTENANCE OF THE ROADS

- 1.1. Ownership and Control. The District shall construct all Public Roads within its boundaries. The County agrees that it will accept and maintain the County Roads provided, that: 1) County Roads are constructed to meet or exceed County road standards and all bonding, maintenance, and inspection requirements under the Regulations are met; and 2) the County Roads contain no lots that front on the County Road. The District shall own the District Roads until the District Roads or portion of the District Roads have been annexed into the City of Angleton. The Public Roads will be public roads, and the general public will have the same access as other public roadways. Private Roads behind gates shall not be owned or maintained by the District or the County.
- 1.2. Maintenance. The District shall perform all reasonable and expected maintenance for County Roads through the end of the warranty period as provided in the Regulations. The District shall perform all reasonable and expected maintenance (the "Maintenance") on the District Roads until said District Roads or portion of the District Roads have been annexed into the City of Angleton. The District will follow all standard District procedures and state law, including competitive bidding requirements, if any, in performing all Maintenance.
- 1.3. Permits. The District shall acquire all County permits required for the construction of the County Roads, including right-of-way permits to allow connection to existing public roads, and permits for the construction of driveways connecting to the County Roads. The District will obtain approval of plans, specifications and permits for District Roads from the City of Angleton in accordance with the City's regulations. In no way does this agreement waive the requirement for any County permits, including FEMA flood plain administration permits and On Site Sewage Facility permits.
- 1.4. Traffic Regulations/Law Enforcement. In order to enforce traffic regulations on District Roads, the District Roads shall be subject to the requirements of Transportation Code, Sec. 542.0081. Upon acceptance by the County of a petition as outlined in Sec. 542.0081, the District shall pay for all traffic control devices for the District Roads. The District understands and agrees that this Agreement is not intended, nor shall it be construed to obligate the County or Sheriff to assign deputies to devote any portion of their working time to the District. However, if requested by the District and approved by the County, the District may enter into

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District: Brazoria County Municipal Utility District No. 82
c/o Muller Law Group
202 Century Square Boulevard
Sugar Land, Texas 77478
Attn: Richard Muller

- 3.5. Remedies; Notice of Default. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. The party alleging the default will give the other party written notice of the default. If the party in default fails to cure the default within sixty (60) business days of the date of the notice (and an additional reasonable time after such receipt if (A) such failure cannot be cured within such sixty (60) business day period, and (B) the party in default commences curing such failure within such sixty (60) business day period and thereafter diligently pursues the curing of such failures), the party giving the notice may pursue any remedies permitted by law including filing suit in a court of competent jurisdiction in Brazoria County, Texas, and seeking specific performance of the terms of the Agreement.
- 3.6. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- 3.7. Amendments. Any amendment to the Agreement must be in writing and signed by the authorized representatives of all parties.
- 3.8. Interpretation and Authority. The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in V.T.C.A. Govt Code, Chapter 791, et. seq., V.T.C.A. Water Code, Section 49.213. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement entered into by and between the County and the District.

- 3.9. Assignment. Neither party may assign its rights and obligations under the Agreement either in whole or in part.
- 3.10. No Third Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- 3.11. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the parties hereto.
- 3.12. Responsibilities for Manner and Means of Performance. The District is performing all its duties to this Agreement as an independent contractor. The District shall have the exclusive authority and responsibility for determining the manner and means of performance under this Agreement and for selecting and supervising the persons who perform the work. Accordingly, the County shall not have any liability for intentional or negligent torts committed by the District or its agents in connection with the work contemplated by this Agreement.
- 3.13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 3.14. Venue. Venue for any suit arising under this Agreement shall be Brazoria County, Texas.
- 3.15. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.
- 3.16. Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both parties.
- 3.17. Warranty. By execution of this Agreement, the County and the District warrant that the duties accorded herein are within their respective powers and authority.
- 3.18. Recording. This Agreement shall be recorded with the Brazoria County Clerk in the Official Records of Brazoria County and shall bind and benefit each Party.

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EXECUTED as of this 1st day of August, 2023, by the COUNTY.

COUNTY OF BRAZORIA


By: 

Name: L.M. "Matt" Sebastia, Jr.


Title: County Judge

EXECUTED as of this 21 day of July, 2023, by the DISTRICT.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 82

By: 
Name: David Garrett
Title: President

ATTEST:

By: 
Name: Britton Morris
Title: Secretary

June 13, 2023

**THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION**

ORDER NO. 7.E.2

RE: Interlocal Agreement for Road Maintenance with Municipal Utility District No. 82

Approve entering into an Interlocal Agreement between Brazoria County and Brazoria County Municipal Utility District No. 82 for the maintenance of public roads located within the boundaries of the District.

Further, that the County Judge be authorized to sign said Interlocal Agreement upon final review of the District Attorney's Office-Civil Division.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.