

THE STATE OF TEXAS §

COUNTY OF WALLER §

**INTERLOCAL AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between WALLER COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF BROOKSHIRE, hereinafter referred to as the CITY, acting through its City Council.

A. The Improvements

The CITY and COUNTY agree to use grant funds budgeted from their multi-jurisdictional Community Development Block Grant Regional Mitigation Method of Distribution Program – (MIT MOD) - contract to construct drainage improvement projects (Improvements) that benefit residents within the CITY and the unincorporated COUNTY, if such is awarded by the General Land Office (GLO), hereinafter referred to as the GRANT.

B. Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to GLO upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the CITY, and GLO.
4. Provide project plans and specifications to the CITY for its review prior to issuing bid documents for any proposed work that will affect CITY property, CITY roadways, or other CITY-maintained facilities.
5. Maintain at its discretion the option to approve construction contracts or contract modifications, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget and for which it has arranged payment from another source.

C. Parties agree that the CITY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Comply with all COUNTY requests for information and documents required to fulfill the COUNTY's obligations under the GRANT.
3. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to GLO upon its request.

4. Serve as a participant in the GRANT, including conformance with the GRANT citizen participation requirements.
5. Provide timely review and comment on project plans and specifications provided to the CITY for any proposed work that will affect CITY property, CITY roadways, or other CITY-maintained facilities.
6. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
7. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under CITY control in order to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

D. Term and Termination

The term of this Agreement shall be from April 1, 2023, until the later of: a) the administrative closure of the GRANT by the GLO, or b) the transfer of the Improvements from the COUNTY to the CITY pursuant to Section B.6. herein.

E. Contacts and Notices

Each party shall designate a primary contact for communications about the project and this Agreement and for notices. Contact information may be changed with a 10-day written notice to the other party.

1. For the COUNTY:

Brooke Bacuetes, who can be contacted at b.bacuetes@wallercounty.us.

2. For the CITY:

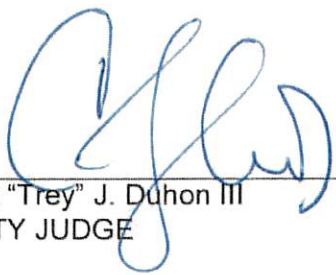
Jeremiah Hill, who can be contacted at jeremiah@hillforbrookshire.com.

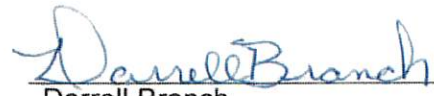
The parties further agree that any GRANT funds provided are without warranty of any kind to any third party, and the CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY's performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

WALLER COUNTY, TEXAS

CITY OF BROOKSHIRE, TEXAS

Contract ID
230405-08

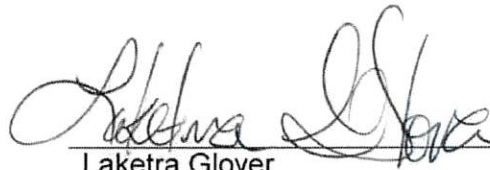


Carbett "Trey" J. Duhon III
COUNTY JUDGE

Darrell Branch
MAYOR

ATTEST:



Debbie Hollan
COUNTY CLERK

Laketra Glover
ADMINISTRATIVE ASSISTANT

STATE OF TEXAS
COUNTY OF WALLER

**TERMINATION OF INTERLOCAL AGREEMENT FOR COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECT**

WHEREAS, Waller County, Texas ("County"), and Brookshire, Texas ("City") entered into an interlocal agreement ("ILA") on April 5, 2023 and having contract ID 230405-08, attached hereto as Exhibit A, to use grant funds awarded by the General Land Office ("GLO") and budgeted for a multi-jurisdictional Community Development Block Grant Regional Mitigation Method of Distribution Program (MIT MOD) contract to construct drainage improvement projects to benefit residents within the City and the unincorporated County;

WHEREAS, land costs within the City have made the construction of a drainage improvement project within the City cost prohibitive; and

WHEREAS, the County and City now wish to terminate the ILA;

NOW, THEREFORE the parties hereto mutually agree as follows:

1. The above stated recitals are incorporated into this Termination.
2. The County and City hereby terminate the interlocal agreement entered into between the parties on April 5, 2023 and having contract ID 230405-08.
3. The Agreement is terminated effective as of the date of the last signature affixed hereto.
4. No other amendments or modifications to the ILA are hereby made.
5. Signatories represent and warrant that they have the authority to bind the respective parties.

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY

WALLER COUNTY, TEXAS
a political subdivision of the State of
Texas

Carbett "Trey" Duhon, III
County Judge

Date

ATTEST

Debbie Hollan
County Clerk

CONTRACTOR

CITY OF BROOKSHIRE, TEXAS
a general rule municipality

Robert Richards
Mayor

Date

ATTEST

Lakethia Connor
City Secretary