

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS,
AND THE CITY OF ANGLETON, TEXAS, FOR
USE OF COUNTY PROPERTY**

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 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, City would like to utilize County facilities while the City constructs new facilities for its maintenance department; and

WHEREAS, County has the former Parks Department facilities located in City limits that would be available for use by the City; and

WHEREAS, the City Council of the City has authorized and approved this agreement Resolution _____ dated _____, 2025; and

WHEREAS, the Commissioners Court of the County has authorized and approved this agreement by Court Order No. _____ dated _____, 2025;

NOW, THEREFORE, the County and the City agree as follows:

1.1 City is hereby authorized to utilize the truck shed facility located at 313 W. Mulberry, Angleton, Texas and further identified in Exhibit A attached hereto until construction of the new maintenance facilities are completed.

1.2 City is responsible for any maintenance or repairs to the truck shed facility while it is being utilized by the City.

1.3 County Maintenance Director and the City Maintenance Director shall coordinate with each other regarding any matters of concern regarding use of the facility.

1.4 Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.

1.5 This Agreement shall commence on the Effective Date and shall terminate at such time as the City completes constructions and moves to its new facilities.

1.6 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.

1.7 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.

1.8 This Agreement shall not be assigned by either Party without the express written consent of the other Party.

1.9 This Agreement, including the exhibits, contains the entire agreement between the City and the County and fully supersedes all prior agreements and understandings between the City and the County pertaining to such transaction.

1.10 This 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.

1.11 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: _____
John Wright
Mayor

ATTEST:

By: _____

City Manager