

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND**  
**THE TREASURE ISLAND MUNICIPAL UTILITY DISTRICT**  
**BEACH RENOURISHMENT 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 **TREASURE ISLAND MUNICIPAL UTILITY DISTRICT**, acting through its Board (the "District"). The District and the County may be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791 of the Texas Government Code, that County may jointly exercise with other local governments such as the District the power to provide governmental services including the management, protection, and repair of beach lands in the County of Brazoria; and

**WHEREAS**, the County is the institutional holder of U.S. Army Corps of Engineer beach nourishment permit ("Corps Permit") required for all beach nourishment and dune construction projects; and

**WHEREAS**, District is located at San Luis Pass and Follett's Island which is being significantly impacted by beach erosion; and

**WHEREAS**, District and County believe that the placement of material dredged from the San Luis Pass County Park access channel onto the Gulf-facing shoreline at Treasure Island will be beneficial in combatting the beach erosion and assist in protecting the public beach and District; and

**WHEREAS**; it is in the public good for the beaches from the western shoreline south of San Luis Pass, approximately 0.25-mile southeast of the intersection of County Road 257 (Bluewater Highway) and Palm Street, in Freeport, Brazoria County, Texas ("Project Area"); and

**WHEREAS**, District warrants that its District Board on April 24, 2024 approved this Agreement by motion or resolution authorizing execution of this Agreement.

**WHEREAS**, County warrants that its Commissioners Court approved this Agreement by Court Order No. H.34 dated 5-14, 2024, authorizing its County Judge to execute it on the County's behalf, and specifically approving the Project listed in this Interlocal Agreement.

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

1. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services under this Agreement agrees to make those payments from current revenues available to that paying Party.

2. **Term.** This Agreement shall commence on the Effective Date and shall continue through the duration of the U.S. Army Corps of Engineer beach nourishment permit and any extensions and/or modifications thereto.

3. **Project.** Placement of dredged material or beach quality sand onto the Gulf-facing shoreline at Treasure Island to combat beach erosion and assist in protecting the public beach and District ("Project") as a continuing and ongoing project for the duration of the Corps Permit and any extensions and/or modifications thereto.

4. **County's Covenants.** County shall be responsible for the following pertaining to the project:

- a. If District chooses to truck/transport the Project material, County will provide trucks to transport material only from the stored material across County Road 257 (location identified in Exhibit "A" attached hereto) next to the San Luis County Park to a location designated by District that is consistent with the beach nourishment template and/or Beach Nourishment Plan. County will not truck/transport Project material from the other locations noted in the Corps Permit.
- b. All material removed from the boat ramp channel located at San Luis Pass County Park that is not hydraulically pumped to the Project Area, will be trucked and stored at the location identified in Exhibit "A" attached hereto for the Project.

5. **District's Covenants.** District shall be responsible for the following pertaining to the Project.

- a. Responsible for overseeing the Project.
- b. Place dredged material or beach quality sand pursuant to the Corp of Engineer Permit No. held by County.
- c. Follow its Beach Nourishment Plan and Monitoring Plan as approved by the GLO.

6. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by email, by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows:

District: Treasure Island MUD  
146 Fathom Dr.  
Freeport, TX 77541  
\_\_\_\_\_

County: Brazoria County, Texas  
Commissioner Precinct 1  
1432 Highland Park Drive  
Clute, Texas 77531  
Telephone: (979) 265-3953

E-mail: treasureislandmud3@gmail.com Email: \_\_\_\_\_

With Copy to:

District: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

County: Brazoria County, Texas  
111 E. Locust Street A-29, Suite 210  
Angleton, Texas 77515  
Attn: Floodplain Administrator  
Telephone: (979) 864-1295  
Email: [joer@brazoriacountytx.gov](mailto:joer@brazoriacountytx.gov)

AND

Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, Texas 77515  
(979) 864-1265  
Email: [matth@brazoriacountytx.gov](mailto:matth@brazoriacountytx.gov)

When assistance is needed from the County, all requests must be in writing. E-mail correspondence will be adequate. If contact information needs to be updated, written notice must be provided as soon as possible.

7. **Independent Status.** The Parties intend that the Parties are independent entities and that neither of them, by virtue of this Agreement, shall be considered as the agent, employee, representative, partner, or representative of the other Party to this Agreement.

8. **Fair Compensation.** The Parties acknowledge and agree that the payment by the District contemplated by this Agreement fairly compensates the County for its responsibilities under paragraph 4 of this Agreement.

9. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

10. **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 without reference to any choice of law statute, rule, decision or contract that would lead to the application of the law of any other state or federal territory. The sole venue for any action, controversy, dispute, or claim arising under this Agreement as between the Parties shall be *exclusively* in a Texas state district court in and for Brazoria County, Texas.

11. **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.

12. **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 including but not limited to any resident or citizen of Brazoria County, Texas in their individual or representative capacity whether for a different public agency, private for-profit or not-for-profit group, enterprise or committee, or otherwise.

13. **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 whether or not any such person is a signatory to this Agreement in a representative capacity for a Party.

14. **No Indemnification by District or County.** The Parties expressly acknowledge that the District's and the County's authority to indemnify and hold harmless either each other under this Agreement, or any third party, is governed by Article XI, Section 7 of the Texas Constitution and Texas statutory and common law, and any provision in this Agreement that purports or that may be construed to require indemnification by or as between the District or the County, or as to any third party, is invalid. Nothing in this Agreement requires that either the District or County incur debt, assess or collect funds, or create a sinking fund.

15. **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 DISTRICT AND THE COUNTY RETAIN AND DO NOT WAIVE ALL GOVERNMENTAL IMMUNITIES, INCLUDING BUT NOT LIMITED TO IMMUNITY FROM BEING SUED IN ANY FEDERAL COURT INSIDE OR OUTSIDE OF THE STATE OF TEXAS.**

16. **No Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party, which consent may be granted or withheld in the full discretion of the Party from which consent is being sought.

17. **Entire Agreement.** This Agreement contains the entire agreement between the District and the County pertaining to the Project contemplated hereby and fully supersedes all prior agreements and understandings between the District and the County pertaining to such transaction or undertaking.

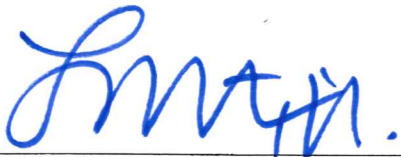
18. **Modification.** This Agreement cannot under any circumstance be modified orally, and no agreement or understanding shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement or understanding is in writing, is approved by the governing body of each of the Parties, and is duly executed and delivered by a duly authorized representative of both the District and of the County.

19. **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.  
Brazoria County Judge

DATED: 5.14.2024

DISTRICT:

TREASURE ISLAND MUNICIPAL  
UTILITY DISTRICT

By:   
Print Name: Tracie Terrill  
Title: General Manager

DATED: May 7, 2024

