

INTERLOCAL AGREEMENT BETWEEN  
BRAZORIA DRAINAGE DISTRICT NO. 5 AND  
BRAZORIA COUNTY IB26-DD5

This agreement is made between the BRAZORIA DRAINAGE DISTRICT NO. 5 (hereinafter “DISTRICT”) and BRAZORIA COUNTY acting through its Commissioners’ Court (hereinafter “COUNTY”).

RECITALS

Whereas, both the COUNTY and DISTRICT continually work on construction, improvements, maintenance, and other type-projects (“Projects”) that benefits both the COUNTY and the DISTRICT; and

Whereas, the COUNTY and DISTRICT both have equipment that is and would be beneficial to the other on Projects; and

Whereas, occasionally, the COUNTY or the DISTRICT could use the assistance of the other on Projects and waiting to obtain approval for each assistance request would result in inefficiencies and increased costs; and

Whereas, in an effort to keep such projects efficient, both timely and financially, the Parties wish to enter into an Annual Agreement of Assistance.

NOW THEREFORE, THE DISTRICT AND THE COUNTY agrees as follows:

I.

1.01 This agreement is made pursuant to Texas Government Code §791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code §791.003 (3) (C), (I), (J), and (N).

1.02 Each Party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provided for the other party’s benefit.

1.03 District warrants that its Board approved this agreement by Order \_\_\_\_\_ dated \_\_\_\_\_ authorizing the execution of this agreement on the District’s behalf.

1.04 County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated July 8, 2025 authorizing its County Judge to execute it on the County’s behalf.

1.05 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with District and County guidelines.

1.06 Funding services for a project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to the project to be commenced; and

## II.

2.01 The Parties agree as follows:

- a. If COUNTY or DISTRICT needs assistance with a Project, the Requesting Party will contact the Assisting Party as to the type of project and assistance needed.
- b. The Assisting Party, if available, will assist the Requesting Party by providing COUNTY/DISTRICT-owned equipment and operators to assist in the project, to the extent determined by Assisting Party, in its discretion.
- c. At no time will the Assisting Party be requested to expend funds beyond the use of manpower and equipment. The Requesting Party will be responsible for any other expenses or funds required to complete the project.

2.02 The Parties further agree that extensive projects that require funds to be expended, materials to be provided, projects on private property, or an extensive amount of time by the other party, a specific Interlocal agreement detailing the project will be entered into.

2.03 The Parties further agree that both entities will sufficiently document the assistance requested and the work performed and maintain said records by the respective party.

## III.

3.01 DISTRICT and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

3.02 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.

3.03 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

3.04 The Rights and obligations of this Agreement shall not be assigned without prior written consent of DISTRICT and COUNTY.

3.05 This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.

3.06 This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

3.07 This Agreement shall be binding upon and inure to the benefit of the parties and their administrators, agents, employees, successors and assigns permitted by this Agreement.

3.08 Neither party nor its personnel shall be considered an agent of the other party concerning the subject matter of this Agreement, and no personnel of a party shall be considered a borrowed servant of the other party concerning the subject matter of this Agreement.

3.09 The term of this Agreement shall be from October 1, 2025 to September 30, 2026. The Agreement may be renewed annually by the written approval of County and District

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement the last signature below.

BRAZORIA DRAINAGE DISTRICT NO. 5

BRAZORIA COUNTY, TEXAS

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: L.M. "Matt" Sebesta Jr.

Title: \_\_\_\_\_

Title: County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_