

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND
BRAZORIA DRAINAGE DISTRICT NO. 4**

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 **BRAZORIA DRAINAGE DISTRICT NO. 4**, herein after referred to as (the “District”). The District and the County may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, The Interlocal Corporation Act, Texas Government Code § 791.001 *et seq.*, authorizes the District to enter into an interlocal agreement with the County subject to the conditions and limitations of this Agreement; and

WHEREAS, District currently maintains the roadside ditches along County Road 100 (Old Massey Ranch Road/McKeever Road) between FM 1128 (Masters Road) and County Road 143 (Pearland Sites Road) as part of its drainage infrastructure (hereinafter “Drainage Structure”); and

WHEREAS, District has completed area wide drainage projects wherein the Drainage Structure is no longer required by District as a major drainage channel but may instead function as a typical roadside ditch to facilitate drainage; and

WHEREAS, County Road 100 (Old Massey Ranch Road/McKeever Road) is a County maintained road and designated as a major thoroughfare in the County Thoroughfare Plan; and

WHEREAS, significant development is occurring along County Road 100 (Old Massey Ranch Road/McKeever Road) and the construction of the major thoroughfare will begin in the near future; and

WHEREAS, District warrants that its Board of Commissioners approved this Agreement on _____, 2026; and

WHEREAS, County warrants that its Commissioners Court approved this Agreement by Court Order No. _____ dated _____, 2026 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 agrees to make those payments from current revenues available to that paying Party.
2. **Term.** This Agreement shall commence on the Effective Date.
3. **Agreement.** The Drainage Structure will revert to a County roadside ditch and be maintained by the County.

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

- a. Ensure that the expansion of County Road 100 (Old Massey Ranch Road/McKeever Road) includes the appropriate roadside drainage (either through open ditch or a stormwater system);
- b. Maintain all drainage facilities, including but not limited to roadside ditches, storm sewers, and outfall structures within County Road 100 Right-of-Way from 500 LF west of CR 879B (Wayne Lane) to 200 LF east of CR 879C (Berry Road) after expansion of CR 100 is completed and accepted by Brazoria County;
- c. Provide routine maintenance including mowing and debris removal of the outfall point from the CR 100 Drainage Facilities into the Districts drainage system; and
- d. Consult with the District on any modifications or improvements required at the outfall point or at any location that will involve the Districts drainage infrastructure.

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

- a. Consult with the County on any modifications or improvements required at the outfall point or at any location that will involve the District's drainage infrastructure; and
- b. Consult with County as such times as any concerns arise regarding the drainage system along County Road 100 (Old Massey Ranch Road/McKeever Road) to find a resolution to the concerns.

6. **Annexation by City of Pearland.** The County's obligations under this Agreement cease if and when the City of Pearland annexes the portion of County Road 100 (Old Massey Ranch Road/McKeever Road) that includes the Drainage Structure as defined herein.

7. **Independent Contractor.** The Parties intend that County, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. County is not considered an agent or employee of District.

8. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.

9. **Funding.** The Parties understand and acknowledge that the funding of this Agreement, if any, is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year.

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

11. **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. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be *exclusively* in a court of appropriate jurisdiction in Brazoria County, Texas.

12. **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.

13. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between the Parties, 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.

14. **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.

15. **No Indemnification by District or County.** The Parties expressly acknowledge that the District'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 District or the County is invalid. Nothing in this Agreement requires that either the District or County incur debt, assess or collect funds, or create a sinking fund.

16. **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 ALL GOVERNMENTAL IMMUNITIES.**

17. **No Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party.

18. **Entire Agreement.** This Agreement, including the exhibits, 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.

19. **Modification**. The 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 District and the County.

20. **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

DISTRICT:

BRAZORIA DRAINAGE
DISTRICT NO. 4

By: _____
L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

By: _____
Chairman

DATED: _____

DATED: _____