

INTERLOCAL AGREEMENT FOR
DEBRIS REMOVAL FROM
OYSTER CREEK AND BASTROP BAYOU

This Agreement (the “Agreement”) is made by and between the **County of Brazoria, Texas**, a political subdivision of the State of Texas acting through its Commissioners Court (the “County”), **City of Richwood**, acting through its City Council (“Richwood”), **Angleton Drainage District**, acting through its Board of Commissioners (the “ADD”), **Velasco Drainage District**, acting through its Board of Commissioners (“VDD”), **City of Lake Jackson**, acting through its City Council (“Lake Jackson”), **City of Clute**, acting through its City Council (“Clute”), **Town of Holiday Lakes**, acting through its City Council (“Holiday Lakes”), and **Village of Bailey’s Prairie**, acting through its City Council (“Bailey’s Prairie”). Each may be referred to individually as a “Party” and collectively as the “Parties”.

Recitals

WHEREAS, County is administering debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service (“NRCS”) for EWP Project No. 5118 and DSR 48-14-24-5118-002. Brazoria County Commissioners Court approved the grant award on July 8, 2025, Court Order I.2; and

WHEREAS, County will manage and administer the NRCS Grant and is willing to collaborate with Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey’s Prairie on the overall local match funding for this project; and

WHEREAS, NRCS is funding constructions costs estimated at \$3,827,344.50 and technical assistance estimated at \$383,000.00 for a total not to exceed amount of \$4,210,344.50. The NRCS Grant requires a 25% local match estimated at \$1,275,781.50; and

WHEREAS, County warrants that its Commissioners Court approved this agreement by Court Order No. _____, dated _____, 2025, authorizing its County Judge to execute it on the County’s behalf; and

WHEREAS, Richwood warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City’s behalf; and

WHEREAS, ADD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District’s behalf; and

WHEREAS, VDD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District’s behalf; and

WHEREAS, Lake Jackson warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City’s behalf; and

WHEREAS, Clute warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Holiday Lakes warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Bailey's Prairie warrants that its City Council approved this Agreement by Resolution _____, dated _____, 2025 authorizing its City Manager to execute it on City's behalf.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes, and Bailey's Prairie hereby agree to the following for the participation in the multi-jurisdictional debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, in accordance with the terms and conditions set forth herein:

AGREEMENT

Project: Debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") for EWP Project No. 5118 and DSR 48-14-24-5118-002 ("Project").

The Parties' obligations hereunder are as follows:

County's Obligations:

1. Administer the Project.
2. Be the repository of all receipts and documentation pertinent to the Project and furnish to NRCS and Parties to this Agreement upon request.
3. Fund the 25% local match estimated in the amount of \$1,275,781.50 plus overage of design fees over the course of Project as set forth in the Grant Agreement with NRCS.
4. Serve as the primary contact in all matters pertaining to the Project and the conduit for communication between itself, the Parties and NRCS.
5. Provide project progress reports to all Parties.
6. County Auditor will hold all funds deposited from all Parties to this Agreement and issue payment as required under the NRCS Grant.

Richwood's Obligations:

1. Fund \$62,102.61 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.

3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

ADD's Obligations:

1. Fund \$61,128.10 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

VDD's Obligations:

1. Fund \$310,778.80 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Pay \$155,389.40 by June 30, 2026 and then pay the remaining outstanding balance based upon proportionate responsibility no later than June 30, 2027.

Lake Jackson's Obligations:

1. Fund \$201,811.32 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Clute's Obligations:

1. Fund \$39,866.15 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Holiday Lakes' Obligations:

1. Fund \$10,000.00 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match. This amount will be the total obligation and is not subject to the proportionate responsibility section provided below.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Bailey's Prairie's Obligations:

1. Fund \$10,000.00 of the approximate \$1,275,781.50 plus estimated design fee as part of the local match. This amount will be the total obligation and is not subject to the proportionate responsibility section provided below
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Proportionate Responsibility:

Each Party to this agreement will be responsible for its proportionate responsibility for the Grant required matching funds. Exhibit "A" is a map identifying each Party's area of the Project. Exhibit B is a chart setting forth approximate financial participation of each Party. The above amounts are estimations and the actual costs of the project will be unknown until completed and closed out. The financial audit for the cost of the Project shall be performed by the County. Upon 30-days of completion of financial audit, the County will provide the Parties a copy of the audit and each Parties actual costs. Any paid overages will be refunded. Any amounts due will be invoiced to be paid within 30 days of invoicing.

County, Richwood, VDD, ADD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie desire to cause to have the Project completed on behalf of all Parties for purposes of public safety.

Any Party paying for the performance of governmental functions or services hereunder must make the payment(s) from current revenues available to such party.

By this Agreement the Parties assume no obligation, duty, or other responsibility with regard to any governmental function or service for which another Party hereto is responsible. In addition, the parties assume no legal liability for the actions of any other Party hereto through the execution of this Agreement or performance of any obligations hereunder. No Party to this Agreement shall have any liability for the actions or omissions of the officers, employees, contractors, or agents of any other Party hereto and each Party is solely responsible for the actions and omissions of its own officers, employees, contractors, and agents.

This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Brazoria County, Texas.

Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie or their respective officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

This Agreement constitutes the entire agreement of the Parties hereto with respect to the Project and supersedes any other oral or written understandings or agreements. This Agreement may not be modified or amended except by a written agreement duly executed by all Parties hereto.

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.

This Agreement may not be assigned, in whole or in part, without the prior written consent of all Parties hereto.

The term of this Agreement shall begin on the date of last execution below and shall terminate when all of the Parties' respective obligations hereunder have been performed, unless terminated earlier by mutual written agreement of the Parties.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties hereto.

Executed this _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

CITY OF RICHWOOD, TEXAS

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

By: _____
Eric Foerster
City Manager

Date signed: _____

Date signed: _____

ANGLETON DRAINAGE DISTRICT

VELASCO DRAINAGE DISTRICT

By: _____

By: _____

Print Name: _____
Title: _____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: _____
Title: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

By: _____
Print Name: _____
Title: _____

Date signed: _____

Print Name: _____
Title: _____

Date signed: _____

CITY OF CLUTE

By: _____
Print Name: _____
Title: _____

Date signed: _____

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: _____
Title: _____

Date signed: _____