

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF DANBURY, acting through its Mayor (hereinafter "CITY").

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

1.0 The term of this agreement shall be from October 1, 2019, to September 30, 2020. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF DANBURY, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link

to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

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each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the 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. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 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. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

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2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

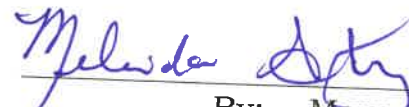
3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the 18th day of September, 2019.

BRAZORIA COUNTY, TEXAS


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

City of Danbury


By: Mayor

DATE: 9/18/19

ATTEST:


CITY SECRETARY

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