

**Interlocal Agreement  
Between Brazos County and Texas A&M University**

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between Brazos County, hereinafter referred to as “County”, a Texas Political Subdivision, and Texas A&M University, hereinafter referred to as “University”, a Texas institution of higher education and Texas Political Subdivision.

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code, provides for the County to contract with the University to perform Governmental functions and services under the terms of the Act; and

**WHEREAS**, the University has been requested to provide transportation to facilitate “Early Voting” for the November 2022 Election; and

**WHEREAS**, the transportation to be provided will be to and from the College Station campus of the University and the College Station City Hall, at times to be determined by the University and limited by funding; and

**WHEREAS**, the County believes that due to the change in location for early voting from the Memorial Student Center on the College Station campus of the University to College Station City Hall there is a need for this transportation and that it will serve a public purpose and be a government service to help the University with funding for this transportation.

**NOW THEREFORE, THIS AGREEMENT** is hereby made and entered into by the “**COUNTY**” and “**UNIVERSITY**”, who have agreed to the following terms:

**I.**

The purpose of this Agreement is for the County to provide funding assistance to the University which will provide transportation to and from the College Station campus of the University and College Station City Hall for “Early Voting” for the November 2022 Election.

**II.**

The period of this Agreement shall be from October 24, 2022 through November 4, 2022.

**III.**

County will reimburse the University up to **\$5,000.00** (Five Thousand Dollars AND NO/CENTS) for transportation to and from the College Station campus of the University and College Station City Hall for “Early Voting.”

**IV.**

University will provide transportation to and from the College Station campus of the University and College Station City Hall during “Early Voting” (October 24, 2022 through November 4, 2022).

V.

Upon conclusion of this Agreement, or sooner if terminated, the University will invoice the County for payment up to the agreed upon amount in paragraph III by sending said invoice to:

**Brazos County Auditor  
PO BOX 914  
Bryan, TX 77806**

The amount due will be payable by the County within 30 days of invoice for payment.

VI.

Either party may immediately terminate this Agreement upon written notice. Any costs incurred by the University, up to the agreed upon amount in paragraph III, for providing transportation services at the time of termination will be due and payable by the County within 30 days of invoice for payment.

VII.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from furnishing those services or payments by the other party.

VIII.

SOVEREIGN IMMUNITY: This Agreement is expressly made subject to any Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation that County or University has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

XIV.

Any notice required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at any other addresses as shall be specified by written notice delivered in accordance herewith:

**COUNTY**

Duane Peters  
County Judge  
200 South Texas Ave. Suite 332  
Bryan, TX 77803

**UNIVERSITY**

Peter Lange  
Associate Vice President  
1250 TAMU  
College Station, TX 77843-1250

X.

This Agreement constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No

modification, amendment, novation, renewal, or other alteration of the Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

XI.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in the Agreement shall be held and construed to include another other gender. Any words in the singular shall include the plural and vice versa unless the context clearly requires otherwise.

XII.

If any provision of this Agreement is construed to be illegal, invalid, void, or unenforceable, this construction will not affect the legality or validity or any of the remaining provision and they shall remain in full force and effect.

XIII.

Texas law shall govern this Agreement and venue shall lie exclusively in Brazos County, Texas.

XIV.

The creation and execution of this Agreement does not make either party an agent, subcontractor, or employee of the other, and each party shall be responsible for its own acts, forbearance, negligence, and deeds and for those of its agents or employees in conjunction with the performance of the work covered under this Agreement.

XV.

County and University represent that each has the full right, power, and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of this Agreement have been made by authorized representatives of the parties to validity and legally bind the parties to all terms, performances, and provision set forth in this Agreement.

XVI.

The above and foregoing Agreement expresses all terms by the County and University and may only be amended by written agreement of the parties.

EXECUTED THIS \_\_\_\_\_ DAY OF OCTOBER 2022.

BRAZOS COUNTY, TEXAS

TEXAS A&M UNIVERSITY

\_\_\_\_\_  
Duane Peters, County Judge

\_\_\_\_\_  
Peter Lange, Associate Vice President