

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT  
SURPLUS PROPERTY TRANSFER**

This Interlocal Agreement (“Agreement”) is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2025, by and between Brazos County, Texas (“Brazos County”) a political subdivision of the State of Texas, and the Burleson County, Texas (“Burleson County”) a political subdivision of the State of Texas.

WHEREAS, the parties to this Agreement are both political subdivisions of the State of Texas, empowered by Texas Government Code Chapter 263.152(a.)(1), to enter an interlocal agreement to sell surplus property; and

WHEREAS, Brazos County is the owner of certain salvage property, specifically a L3 Communications X-Ray Machine, 1000-1PX53-00 Mod No. PX5.3, S.N. PX530044 (“X-Ray Machine”); and

WHEREAS, the Brazos County Commissioner’s Court has determined that it is in the best interests of the community to transfer ownership of the X-Ray Machine to Burleson County so that it can be used more effectively for the benefit of all; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Brazos County Commissioner’s Court has authorized the Brazos County Judge to execute this Agreement to convey ownership and possession of the X-Ray Machine to Burleson County for the sum of ONE AND NO/100THS DOLLARS (\$1.00). Possession will be transferred at a time and place mutually agreeable to the parties.
2. Burleson County has authorized the Burleson County Judge to execute this Agreement to accept ownership of the X-Ray Machine and covenants and agrees that the X-Ray Machine will continue to be used for a public purpose.
3. This Agreement shall commence when executed by all parties, on the date the last party signs, and it ends when the transfer of title and possession is complete.
4. The equipment is transferred and accepted without warranty of any kind, express or implied. The equipment is being transferred and accepted “AS IS”. Burleson County agrees to indemnify, defend and hold harmless Brazos County from any and all liability arising out of, or related to, the X-Ray Machine.

5. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
6. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated after the date hereof and duly executed by the parties hereto.
7. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in Burleson County, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
8. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Executed to be effective as of the date above written.

BURLESON COUNTY, TEXAS

BRAZOS COUNTY, TEXAS

  
\_\_\_\_\_  
Keith Schroeder, County Judge

\_\_\_\_\_  
Kyle Kacal, Acting County Judge

ATTEST

ATTEST:

  
  
\_\_\_\_\_  
Anna L. Schielack, County Clerk

\_\_\_\_\_  
Karen McQueen, County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
William Ballard, General Counsel

\_\_\_\_\_  
Bruce Erratt, General Counsel