

**The State of Texas** §  
§  
**County of Galveston** §

**Interlocal Agreement to Partially Fund Improvements to City Streets in an area in San Leon which was Annexed by Texas City in August 2005 and are now within the City Limits of Texas City, Texas**

This Agreement is entered into pursuant to Transportation Code §251.012. It is by and between the **County of Galveston** and the **City of Texas City**, both of which are political subdivisions of the State of Texas.

**I. Preamble**

The Parties agree:

- The county allocated \$400,000 in road funds to be used as the County's share for improvements to city streets in an area of San Leon which was annexed by the City of Texas City in August 2005 under ordinance 05-34.

**II. City Approval**

- As required by the **Texas Transportation code §251.02** the City gives its approval to the County to finance the Project up to the limits established herein.

**III. Payment**

- The County will partially finance the City's share of the Project up to a maximum expenditure of \$400,000. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any. Nothing herein however, shall preclude the County from providing additional funds for this Project, but the County shall be under no obligation to do so.

**IV. Duties**

4.1 The City will, to the County's satisfaction:

- Design and construct the project
- Deal with local citizen issues and questions during design and construction.
- Furnish the County with a set of plans and specifications.
- Periodically invoice the County through the County Engineer as it incurs third party expenses on the Project.
- Submit supporting documentation with each invoice.

- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.

4.2 The County will:

- Reimburse the City on undisputed invoice(s) within 45 days of receipt of an invoice.
- Not be required to pay interest on any portion of an invoice, disputed or otherwise, regardless of date of payment.

**V. Completion of Project**

- Upon reimbursement to the City of the funds committed to this Project, the County's responsibility under this Agreement ends.

**VI. General Provisions:**

- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party.
- This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.
- Each party represents that it has full authorization to enter into this Agreement as required by law.
- The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- This Agreement may be executed in multiple originals.
- In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
- Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
- It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**County of Galveston**

**By:** \_\_\_\_\_

**James D. Yarbrough  
County Judge**

**Attest:**

\_\_\_\_\_  
**Mary Ann Daigle  
County Clerk**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008,

**City of Texas City**

**By:** \_\_\_\_\_

**Matthew T. Doyle  
Mayor**

**Attest:**

\_\_\_\_\_  
**Pam Lawrence  
City Secretary**