

STATE OF TEXAS  
COUNTY OF GALVESTON

**INTERLOCAL AGREEMENT FOR THE ENGINEERING, CONSTRUCTION, and MAINTENANCE OF A "PEDESTRIAN CROSSING BRIDGE" AT LEVI FRY INTERMEDIATE SCHOOL**

This INTERLOCAL AGREEMENT FOR THE ENGINEERING AND CONSTRUCTION OF A PEDESTRIAN CROSSING BRIDGE (the "Bridge") LOCATED ON THE CITY'S DRAINAGE EASEMENT WHICH ENCUMBERS THE SCHOOL DISTRICT'S PROPERTY AT LEVI FRY INTERMEDIATE SCHOOL, 300 25<sup>th</sup> AVENUE NORTH, TEXAS CITY, TEXAS, is made by the City of Texas City, Texas ("City"), and the Texas City Independent School District ("District") and shall be effective on the date it is executed by all the Parties hereto (the "Effective Date").

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

**WHEREAS**, the City of Texas City is a municipal corporation and a local government as defined in V.T.C.A., Government Code § 791.003 (4) (A); and

**WHEREAS**, the Texas City independent School District is a public school district as defined in Texas Education Code §45.109;  
and

**WHEREAS**, the Parties determined that achieving the objective of constructing a Pedestrian Crossing Bridge located on the City's drainage easement which encumbers the District's property at Levi Fry Intermediate School would address safety and mobility concerns at the newly constructed school;

**NOW THEREFORE**, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

**PURPOSE OF AGREEMENT**

The purpose of this INTERLOCAL AGREEMENT is to formalize the agreement between the City and District to engineer and construct a Pedestrian Crossing Bridge located on the City's drainage easement at the new Levi Fry Intermediate School, 300 25<sup>th</sup> Avenue North Texas City, Texas in order to address and resolve mobility and safety issues for students attending the newly constructed school and to provide for the on-going maintenance and other responsibilities of the parties regarding the Bridge.

**TERMS OF AGREEMENT**

The District was or shall be responsible for the following:

- 1.) Providing and overseeing the engineering of the Bridge by Bay Architects as detailed in the attached AIA Document G701-2001, project # 0745.
- 2.) Working with the City's Engineer's in addressing and resolving drainage issues as a result of the construction of the Bridge and to ensure that engineering and construction meet the approval of the City's Engineers.
- 3.) Providing and appropriating for the funding of the costs of engineering and construction and paying construction costs directly to the contractor, Durotech.

- 4.) Paying any and all costs associated with the engineering and construction of the Bridge exceeding \$300,000.

The City was or shall be responsible for the following:

- 1.) Providing assistance and guidance to District's Architects/Engineers in the construction of the Bridge.
- 2.) Providing and appropriating for the funding of the reimbursement to the District for costs associated with the engineering and construction of the Bridge, not to exceed \$300,000.
- 3.) Providing reimbursement to the District for the costs associated with the engineering and construction of the Bridge up to and not to exceed \$300,000.
- 4.) Ownership and maintenance of the Bridge.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the dates indicated.

THE CITY OF TEXAS CITY:

\_\_\_\_\_  
Matthew T. Doyle, Mayor

Date:

Approved as to form:

\_\_\_\_\_  
Ronald F. Plackemeier, City Attorney

ATTEST:

\_\_\_\_\_  
Pamela A. Lawrence, City Secretary

Date: \_\_\_\_\_

TEXAS CITY INDEPENDENT SCHOOL DISTRICT



JoAnne Hackbarth,  
Board President

Date: \_\_\_\_\_