

**The State of Texas** §

§

**County of Galveston** §

**Interlocal Agreement to Partially Fund Improvements to City Streets within the City Limits of Texas City, Texas**

This Agreement is entered into pursuant to Chapter 791, Texas Government Code, and Transportation Code §251.012. It is by and between the **County of Galveston** (hereinafter referred to as the “County”) and the **City of Texas City** (hereinafter referred to as the “City”), both of which are political subdivisions of the State of Texas.

**A. Preamble**

The Parties agree:

The County allocated \$8,500,000.00 in road funds to be used as the County’s share for road improvements in the City.

**B. Projects**

The City has selected the following projects (collectively, the Projects):

1. Central Park Boulevard from F.M. 2004 to Century Boulevard (Project 1). This project consists of the construction of a new four-lane concrete boulevard street with curbs, medians and an underground storm sewer system. The City has engaged a design consultant who is completing the final design of the project.
2. Monticello Drive from North Amburn Road to Memorial Drive (Project 2). This project consists of pavement and drainage improvements to Monticello Drive, as well as the realignment of North Amburn Road to provide for a standard intersection. The City has engaged a design consultant who is completing a preliminary design report with improvement recommendations; the exact scope and limits of this project will be determined following City and County review of the report recommendations and the associated construction cost estimate.
3. 9<sup>th</sup> Street bridge at 25<sup>th</sup> Avenue (Project 3). This project consists of the replacement of an existing channel crossing on 9<sup>th</sup> Street just north of 25<sup>th</sup> Avenue. The existing crossing consists of four large-diameter corrugated metal pipe culverts; the replacement will likely be multiple bridge-class box culverts. The design will include a scour analysis to be submitted, along with completed plans, to the Texas Department of Transportation. Consideration will be given to including a sidewalk on one side of the bridge (sidewalks exist in the vicinity, but not on the existing bridge) and to using decorative features (rails, etc.).

For Project 1, Central Park Boulevard, the County will reimburse the City for eligible construction cost only. The City will bid and contract for construction and provide all other required funds (design, permitting, bidding, construction materials testing, inspection and other ancillary costs).

For Project 2, Monticello Drive, the County will provide funds and contract for final design, permitting, bidding, construction, construction materials testing and inspection. The City will provide funds for and manage preliminary design performed by a design consultant selected by the City.

For Project 3, 9<sup>th</sup> Street bridge at 25<sup>th</sup> Avenue, the County will provide funds and contract for preliminary and final design, permitting, bidding, construction, construction materials testing and inspection.

**C. City Approval**

As required by the **Texas Transportation Code §251.012**, the City gives its approval to the County to finance the Project up to the limits established herein.

**D. Payment**

The County will finance the projects without any City funds up to \$8,500,000.00. The City will be solely responsible to provide funding for all additional project costs, if any, over \$8,500,000.00.

After the Projects have been designed and bids have been received, the County will notify the City of the bids and provide them a copy. Should the cumulative cost of the Projects exceed \$8,500,000.00, the City will provide the County with the City's portion of the project costs within 21 days of notification. Upon receipt of the City's share of the costs, the County will award the construction contract and proceed with construction. Should any change orders be necessary during construction that exceed the County's agreed share, the County will notify the City of the cost and reason for the change order, and the City will provide payment to the County within 21 days of notification.

**E. Duties**

1. The County will:

- a. Select, through a Qualifications Based Selection process, design consultants for the final design of Project 2 and the preliminary/final design of Project 3.
- b. Design, construct, and/or manage the Projects, as applicable, per the City's requirements.
- c. Furnish the City with a set of plans and specifications.
- d. Transfer any and all warranties to the City.

- e. Resolve any disputes with contractor(s).
- f. Inform the City of any additional right-of-way required and prepare right-of-way documents (parcel maps and metes and bounds descriptions) for the City's use. For Project 2, the County may, but is not obligated to, prepare right-of-way documents since the City has already engaged a surveyor who can prepare these documents.
- g. Reimburse the City for eligible construction costs for Project 1.

2. The City will:

- a. Deal with local citizen issues and questions during design and construction.
- b. Provide any necessary right-of-way.
- c. Provide construction requirements during the design phase of the project.
- d. Manage the bidding and construction of Project 1.
- e. After completion of the Projects, be responsible for such maintenance and upkeep as is required to keep the Projects properly functioning.
- f. Assist in utility relocations and provide funding for such relocations.

**F. Completion of Projects**

Upon completion and acceptance of each of these Projects individually, the County's responsibility for the respective project under this Agreement ends.

**G. General Provisions:**

- 1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
- 2. 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 subject matter within.
- 3. Each party represents that it has full authorization to enter into this Agreement as required by law.
- 4. The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- 5. This Agreement may be executed in multiple originals.
- 6. 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.
- 7. 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 provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

8. 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 \_\_\_\_\_, 2026.

**County of Galveston**

By: \_\_\_\_\_  
**Mark Henry**  
**County Judge**

**Attest:**

\_\_\_\_\_  
**Dwight Sullivan**  
**County Clerk**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**City of Texas City**

By: \_\_\_\_\_  
**Dedrick Johnson, Sr.**  
**Mayor**

**Attest:**

\_\_\_\_\_  
**Rhomeri Leigh**  
**City Secretary**