

The State of Texas  
County of Galveston

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**Interlocal Agreement to Partially Fund Improvements to City Streets  
within the City Limits of Friendswood, 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 Friendswood**, a home-rule municipality, 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 \$6,000,000.00 in road funds to be used as the County's share for road improvements in the City.

**B. Project**

The City has selected the Friendswood Parkway Extension Project (the "Project").

The Project consists of approximately 2,100 linear feet of new concrete roadway, extending from a point approximately 600 feet north of West Parkwood Avenue to Wilderness Trail. The Project includes the design and construction of two lanes of an ultimate four-lane divided boulevard, including storm sewer infrastructure, a bridge crossing Chigger Creek.

The Project generally follows an existing 60-foot right-of-way, as reflected in historical survey documents, with ultimate plans to establish a 120-foot right-of-way corridor consistent with the planned ultimate section of Friendswood Parkway.

**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 project without any City funds up to \$6,000,000.00.

After the Project has been designed and bids have been received, the County will notify the City of the bids and provide it a copy of the same. Should the Project cost exceed \$6,000,000.00, the City will either (i) provide the County with the City's portion of the Project costs after approval of the City Council or (ii) work with the County to revise the

scope of the Project. Upon receipt of the City's share of the costs if any, the County will award the construction contract and proceed with construction of the Project. If the scope of the Project is revised prior to the award, the County shall award the contract with the new Project scope or rebid the Project, whichever is appropriate and in compliance with all applicable law. 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 either (i) provide payment to the County after the City Council's approval of the same or (ii) will work with the County to bring the Project within the amounts previously authorized by both parties.

**E. Duties**

1. The County will:

- a. Design, construct, and manage the Project per the City's requirements;
- b. Furnish the City with a set of plans and specifications;
- c. Transfer any and all warranties to the City;
- d. Resolve any disputes with contractor(s);
- e. Inform the City of any additional rights-of-way required; and
- f. Inform the City of any utilities requiring relocation.

2. The City will:

- a. Deal with local citizen issues and questions during design and construction;
- b. Provide any necessary additional rights-of-way;
- c. Provide construction requirements during the design phase of the Project;
- d. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning; and
- e. Assist in utility relocations and provide funding for such relocations as authorized by the City Council.

**F. Completion of Project**

Upon completion and acceptance of this Project, the County's responsibility 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 make 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, nor 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 5th day of May, 2026.

**City of Friendswood**

By:   
\_\_\_\_\_  
**Morad Kabiri**  
**City Manager**

**Attest:**

  
\_\_\_\_\_  
**Raquel Martinez**  
**City Secretary**



K.H.