

State of Texas §  
County of Galveston §

**Resolution of the Galveston County Commissioners Court  
Approving Road Project in accordance with the Interlocal Cooperation Act  
(Tex. Gov't Code § 791.014)**

On this, the 16<sup>th</sup> day of March 2026, the Commissioners Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present:

- Mark Henry, County Judge;**
- Darrell A. Apffel, Commissioner, Precinct. No. 1;**
- Joe Giusti, Commissioner, Precinct No. 2;**
- Hank Dugie, Commissioner, Precinct No. 3;**
- Robin Armstrong, MD, Commissioner, Precinct No. 4; and**
- Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit:

**Whereas,** the County of Galveston is authorized to enter into agreements with other local governments in accordance with the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Local Government Code;

**Whereas,** the City of Santa Fe, Texas (City) has requested assistance in Milling 4<sup>th</sup> St from Shouse Rd to Ave S and Ave L from FM1764 to 6<sup>th</sup> St.

**Whereas,** the location of the repair encompasses unincorporated areas of the county and incorporated areas within the City;

**Whereas,** conducting the repair involves work to be performed by the County;

**Whereas,** the Commissioners Court wishes to work cooperatively with the City to perform the repair and thus wishes to enter into a contract in conformance with requirements of the Interlocal Cooperation Act;

**Whereas,** the City and the County are each a local government within the meaning of the Interlocal Cooperation Act and the requested assistance constitutes governmental functions and services within the meaning of the Interlocal Cooperation Act;

**Whereas,** in accordance with Section 791.014 of the Texas Government Code, before beginning a project to construct, improve, or repair a building, road, or other facility under the Interlocal Cooperation Act, the Commissioners Court must give specific written approval for the project in a document other than the interlocal contract;

**Whereas,** the instant project necessarily involves the repair of a road; and

Whereas, the Commissioners Court issues this resolution in compliance with the requirements of the Interlocal Cooperation Act.

Now Therefore, it is hereby **RESOLVED**, by the Commissioners Court of Galveston County, Texas, that:

- 1.) The Commissioners Court hereby **APPROVES** the project, which such location and description is stated in the findings above and within the Interlocal Contract, including without limitation Exhibit A of said Interlocal Contract;
- 2.) The Commissioners Court hereby **APPROVES** the Interlocal Contract that is attached hereto and **AUTHORIZES** the County Judge to execute said Interlocal Contract on behalf of the Commissioners Court; and
- 3.) The Commissioners Court hereby **AUTHORIZES** the County Judge to execute this **RESOLUTION** on behalf of the Commissioners Court.

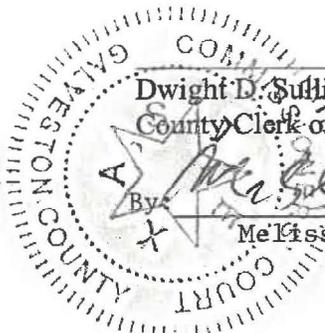
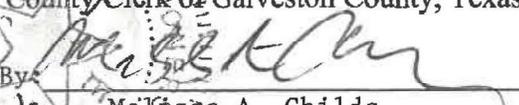
Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 16<sup>th</sup> day of March 2026.

**COUNTY OF GALVESTON, TEXAS,**

By:

  
Mark Henry, County Judge

**ATTEST:**

  
Dwight D. Sullivan,  
County Clerk of Galveston County, Texas  
By:  Deputy  
Melissa A. Childs



### III. Terms

1. **Recitals True.** Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitations of fact, but are also contractual terms of this Agreement.
2. **Scope/Duties/Costs.**
  - a. **Description/Location.**

The **Project** is milling the existing asphalt surface and hauling material to specified location within the City of Santa Fe see in **Exhibit A**, and the Project is further described within **Exhibit A**. **Exhibit A** is incorporated into this Agreement for all purposes.
  - b. **Costs and Services.**

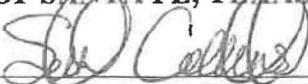
The County shall provide the labor and equipment to mill the city roads listed in **Exhibit A**. The cost of the project listed in **Exhibit A** totals **\$25,226.88** Upon completion of the Project, the County shall invoice the City for the County's expenses in conducting the Project and the City shall pay the County for the County's costs in conducting the Project; payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.
3. **Payments are from current revenues.** Each Party hereunder agrees that it shall make its' payments from current revenues available to the paying Party.
4. **No Third Party Beneficiary.** This Agreement inures only to the benefit of the County, and the City. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.
5. **Entirety of Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.
6. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action arising from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.
7. **Authority to Bind.**

- a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
  - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
8. **Immunity Retained.** No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
9. **Severability.** If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
10. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

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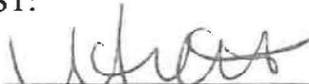
This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in **duplicate counterparts**, each of which shall be deemed to be an original, to be Effective upon full execution and with the date of the Party that is executing last in time:

**CITY OF SANTA FE, TEXAS,**

By:   
Seth Collins, City Manager

02/23/2026  
Date Signed

ATTEST:

By:   
Natalie Arnett, City Secretary

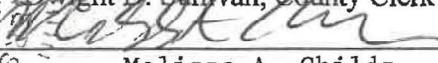
**COUNTY OF GALVESTON, TEXAS,**

By:   
Mark Henry, County Judge

March 16th, 2026  
Date Signed

ATTEST:

By:   
Dwight D. Sullivan, County Clerk

By:  Deputy

Melissa A. Childs  
**\*\*Exhibit A begins following this Page\*\***





# The County of Galveston

Road and Bridge Department  
Seawall Maintenance Department  
Bolivar Peninsula Beach Maintenance  
Fleet Service Department

Zach Smith, Road Administrator

Office 281-534-5152

February 4, 2026

## EXHIBIT A

Billy Creppon  
Street Superintendent  
City of Santa Fe  
12002 SH 6  
Santa Fe, TX 77510

RE: Estimate to Mill 4<sup>th</sup> St from Shouse Rd to Ave S; Mill Ave L from FM 1764 to 6<sup>th</sup> St

Mr. Creppon,

The following is an estimated milling cost for Galveston County Road and Bridge to mill 4<sup>th</sup> St from Shouse Rd to Ave S, and cost to mill Ave L from FM 1764 to 6<sup>th</sup> St in the City of Santa Fe.

### Scope of Work

4<sup>th</sup> St (2,2025 feet length by 20 feet wide)

Ave L(2,085 feet length by 20 feet width)

Mill 2" of existing asphalt surface, the estimate includes three county dump truck hauling to a location that is a reasonable turn around will not slow or stop milling between trucks. The city agrees to provide additional trucks if the distance to delivery locations causes delays. The city will retain all the millings from the jobsite.

### Material Cost

	\$ 0.00
<b><u>Labor and Equipment</u></b>	
4 <sup>th</sup> Street	\$12,613.44
Ave L	\$12,613.44
<b><u>Contingencies 10%</u></b>	
	<u>\$ 0.00</u>
<b><u>Total</u></b>	<b>\$25,226.88</b>

Thank you,

Zachary Smith  
Road Administrator  
Galveston County Road and Bridge  
CC; Commissioner Dr. Robin Armstrong  
CC: Commissioner Joe Giusti