

**The State of Texas** §

§

**County of Galveston** §

### **Interlocal Agreement to Fund Drainage Study within the City Limits of Bayou Vista, Texas**

This Agreement is entered into pursuant to Chapter 791 Texas Government Code. It is by and between the **County of Galveston**, hereinafter referred to as the “County,” and the **City of Bayou Vista**, a Type A 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 has allocated \$500,000.00 in drainage funds for a drainage study for the City.

#### **B. Project**

The Bayou Vista City-Wide Drainage Study consists of an existing condition analysis to identify problem areas and a proposed condition analysis to determine pipe sizes necessary to convey flow for locations identified as having inadequate conveyance capacity throughout the City. The work includes hydrologic and hydraulic analysis, topographic survey of the storm sewer system, and GIS data and map creation services.

Currently, the City has limited records showing the locations of drainage facilities. This effort will include locating and mapping the existing facilities.

The survey services will include setting control points (approximately 4 points per street), a topographic survey outlining the drainage system, data processing, CSV file deliverables, field notes, photographic inventory, and the survey control layout.

The effort to gather outfall information for the topographic survey will require boat access on the canal side. Coordination between the City and residents will be required in the process of gathering field data.

The following streets will provide a challenge in gathering field data as the existing conditions are overgrown, congested, and structures are either not visible or mostly buried: Sailfish, Bonita, Marlin, Warsaw & Dolphin.

The GIS services to be provided are a picture collector map with pictures attached to all inlets, a geodatabase schematic, converting topographic survey information to GIS, and including attributes to the GIS data, such as size and elevation data, to the storm sewer system.

Upon completion of the existing and proposed condition analysis, the results will be presented to the City prior to creating the final drainage study report. Comments received during the review process will be addressed, and applicable maps, models, and the report will be updated as necessary to obtain final acceptance and provided to the City.

**C. Payment**

The County will finance the Project up to a maximum expenditure of \$500,000.00.

**D. Duties**

1. The County will:

- Procure and contract professional engineering services for the project.
- Furnish the City with all deliverables from the engineering consultant, including study findings, applicable maps, models, report.

2. The City will:

- Assist in the coordination with citizens in the process of gathering field data.
- Provide any records, drawings, easements, or knowledge of existing drainage features.

**E. Completion of Project**

- Upon completion and acceptance of this Project, the County's responsibility under this Agreement ends.


**F. General Provisions:**

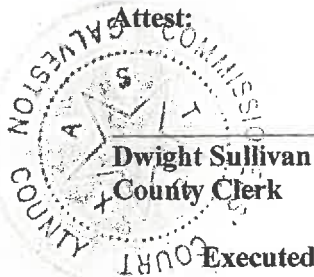
- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party.
- 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 subject matter within.
- 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 provisions, 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, 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 21st day of July, 2025.

County of Galveston

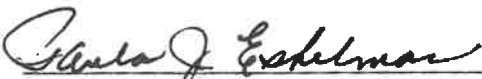
By:   
Mark Henry  
County Judge



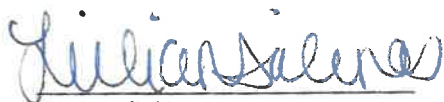
Attest:  
By:  Deputy  
Melissa A. Childs

Executed this 24 day of June, 2025.

City of Bayou Vista

By:   
Paula Eshelman  
Mayor

Attest:

  
Lillian Salinas  
City Secretary