

The State of Texas §

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County of Galveston §

Interlocal Agreement to Partially Fund Improvements to Drainage Facilities within the limits of Drainage District #1 in Galveston County

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 **Galveston County Drainage District #1**, a drainage district, hereinafter referred to as the "DD1" both of which are political subdivisions of the State of Texas.

A. Preamble

The Parties agree:

The County allocated \$1,920,000 in drainage funds to be used as the County's share for drainage improvements in DD1.

B. Project

DD1 has selected improvements to siphons along Willow Bayou and Ditch 8 for their selected projects.

1. Willow Bayou siphon replacement at Briscoe Canal.

This crossing would have essentially the same geometric features as the similar constructed Cloud Bayou crossing (300' wide opening in Briscoe Canal system connected with buried 72" CMP under Cloud Bayou). DD1 has evaluated the proposed pipe sizes and determined that there are no adverse downstream impacts.

2. Ditch 8 siphon replacement crossing under the GCWA canal.

An existing 72-inch diameter will be replaced with dual 84-inch siphon that includes pipe bends so that the siphon ends are at grade and maintainable. DD1 has evaluated the proposed pipe sizes and determined that there are no adverse downstream impacts.

C. Payment

The County will finance the project without any DD1 funds up to \$1,920,000. DD1 will be solely responsible to provide funding for all additional project costs, if any, over \$1,920,000.

After the project has been designed and bids have been received the County will notify DD1 of the bids and provide them a copy. Should the project cost exceed \$1,920,000 DD1 will provide the County DD1's portion of the project costs within 21 days of notification. Upon receipt of DD1's share of the costs the County will award the construction contract and proceed with construction. Should any change orders be necessary during construction which exceeds the County's agreed share, the County will notify DD1 of the cost and reason

for the change order and DD1 will provide payment to the County within 21 days of notification.

D. Duties

1. The County will:

- a. Design, construct, and manage the project per DD1's requirements.
- b. Furnish DD1 with a set of plans and specifications.
- c. Transfer any and all warranties to DD1.
- d. Resolve any disputes with contractor(s).
- e. Inform DD1 on any additional right-of-way required.

2. DD1 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. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.
- e. Assist in utility relocations and provide funding for such relocations.

E. Completion of Project

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

F. General Provisions:

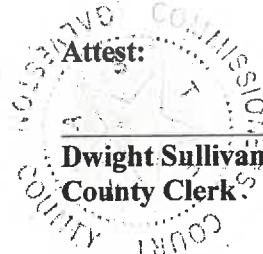
1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. 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 within subject matter.
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 provision, 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.

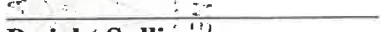
Executed this 21st day of July, 2025.

County of Galveston

By: 
Mark Henry
County Judge



Attest:


Dwight Sullivan
County Clerk


By:  Deputy
Melissa A. Childs

Executed this 21st day of July, 2025.

Drainage District #1

By: 
Dennis Wagner
Chairman of Commissioners

Attest:


D. W. Wostal
Secretary / Treasurer