

**The State of Texas** §

§

**County of Galveston** §

**Interlocal Agreement to Partially Fund Drainage Facilities within the  
City Limits of Santa Fe, 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 Santa Fe**, 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 \$1,540,000.00 in drainage funds to be used as the County's share for drainage improvements in the City of Santa Fe.

**B. Project**

The City has selected the 4th Street Outfall Rehabilitation project.

The 4th Street Outfall Rehabilitation includes rehabilitation of approximately 3,000 LF of 5'x2' and 6'x2' drainage boxes with geopolymer spray and resetting segments that have failed and are no longer at design grade. The work will also include installation of access manholes throughout the alignment, along with point repairs to the pavement where necessary for construction. This work is located on 4th Street from FM 646 to the outfall at Thaman Draw (Ditch 12).

**C. Payment**

The County will finance the project without any City funds up to \$1,540,000.00. The City will be solely responsible for providing funding for all additional project costs, if any, over \$1,540,000.00.

After the project has been designed and bids have been received, the County will notify the City of the bids and provide them a copy. Should the project cost exceed \$1,540,000.00, 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 exceeds 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.

**D. 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 right-of-way required.
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. 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 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, 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.

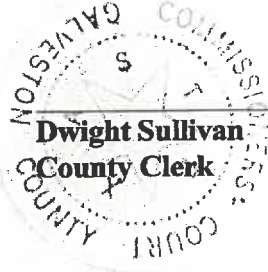
Executed this 21st day of July, 2025.

County of Galveston

By: 

Mark Henry  
County Judge

Attest:



Dwight Sullivan  
County Clerk

By: 

Deputy

Melissa A. Childs

Executed this 21st day of July, 2025.

City of Santa Fe

By: 

City Manager

Attest:



City Secretary