

The State of Texas §
§
County of Galveston §

**Interlocal Agreement to Partially Fund Improvements to City Streets within the City Limits
of Kemah, 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** and the **City of Kemah**, both of which are political subdivisions of the State of Texas.

A. Preamble

The Parties agree:

The County allocated \$1,655,000.00 in road funds to be used as the County's share for road improvements in the City of Kemah.

B. Project

The City has selected 3rd, 4th, and 5th Streets, Harris Avenue, Hanson Road, and South Kemah Drive Road Projects.

The 3rd, 4th, 5th Streets & Harris Avenue Road Improvements will replace the existing asphalt pavement with new concrete pavement. 3rd, 4th, & 5th Streets pavement replacement is between SH 146 and Texas Avenue and will include replacement of street parking within the right-of-way for nearby businesses. Harris Avenue pavement replacement is between 8th Street and 9th Street in front of the Courtyard Hotel. No drainage will be replaced; however, the new pavement will utilize existing drainage inlets and features.

The Hanson Road Improvements include approximately 820 LF of replacement of asphalt pavement with new 18-ft wide concrete pavement to match recently constructed concrete road stub outs at Dror Ln and FM 518. The work also includes drainage improvements as necessary for the construction of the new road.

The South Kemah Drive Improvements include approximately 1,555 LF widening of existing asphalt pavement to 24-ft concrete pavement and drainage. The pavement will tie into recently constructed Kemah Drive to the east and Andres Ln to the west. Additional right-of-way will be required, but is anticipated to be acquired by the City from an undeveloped lot south of the existing road. The work also includes driveway and culvert replacement along the north side of the roadway.

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 \$1,655,000.00. The City will be solely responsible for providing funding for all additional project costs, if any, over \$1,655,000.00.

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 \$1,655,000.00, 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 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 provide payment to the County within 21 days of notification.

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 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.

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 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 2nd day of September, 2025.

County of Galveston

By:


Mark Henry
County Judge

Attest:


Dwight Sullivan
County Clerk

By:


Melissa A. Childs

Deputy

Executed this 16 day of July, 2025.

City of Kemah

By:


Robin Collins
Mayor

Attest:


Natasha Hinton
City Secretary