

**INTERLOCAL AGREEMENT BETWEEN**  
**GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #1**  
**AND THE CITY OF LEAGUE CITY, TEXAS**

§  
§  
§

This Interlocal Agreement (“Agreement”) is entered into on the date indicated below between the City of League City, Texas (“City”), a municipal corporation and the Galveston County Water Control and Improvement District #1 (“WCID#1”) and known together as the “Parties”.

**RECITALS**

**WHEREAS**, both parties intend this Agreement to be in compliance with Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the “Act”), as a contract for the provisions of governmental function, including for public health and welfare; and

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree to the following terms:

**TERMS**

1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated into this Agreement.
2. Purpose. The purpose of this Agreement is to facilitate the delivery of public water and sanitary sewer facilities to properties located in the indicated area shown on Exhibit A, which is attached and incorporated herein.
3. WCID#1 Facilities within City. The City and WCID#1 agree that WCID#1, its successors and assigns, commencing on the effective date of this Agreement, shall exercise its right and privilege to lay down, construct, relay, connect, replace and/or maintain such and so many pipes, conduits and mains, and all other appurtenances, appendages, and facilities thereto, in, along, through, and under the avenues streets, highways, and roads rights-of-way controlled by the City now, and as hereafter amended through annexations, as specifically described in Exhibit A, attached hereto and incorporated herein by this reference, as may be necessary, convenient and/or proper in order to provide water and sanitary sewer service to the public, and for that purpose to make any and all connections which may be necessary, convenient and/or proper, in accordance with the terms and conditions set forth herein.
4. Authority to Manage, Regulate, and Control System. WCID#1 shall have the sole responsibility to maintain, manage, conduct and operate its water and sewer systems as installed within the area described in Exhibit A.

5. Authority to Fix Service Rates. The rates charged to the area described in Exhibit A, shall be fixed, altered, regulated and controlled solely by WCID#1 pursuant to the limitations on such authority or any applicable regulations promulgated thereafter by the state on the subject of rates and charges for water and sewer service.
6. Approval of Plans. Prior to new construction or replacement of any of the pipes, conduits, mains, facilities, and appurtenances in the area described in Exhibit A, herein that are located within the property or rights of way of City, WCID#1 shall submit to the Director of Public Works or his designee for review and approval, the requested number of plan sets or GIS representation, showing the location, character, position, dimension, depth, and height of the work to be done. Prior to approval of any work under this Agreement, the Director of Public Works may require such modifications or changes, as he deems necessary to properly protect the public in the use of the public places, and may fix the time or times within and during which such work shall be done. WCID#1 shall provide traffic control plans with accordance with the Texas Manual Uniform Street when street/lane closers are required.
7. Protection of Public. Whenever an accident, faulty operation, or excavation or fill associated with the construction, installation, maintenance or repair of the facilities authorized under this Agreement has caused or contributed to a condition that appears to substantially impair the structural integrity of the adjoining street or public place, or endangers the public, and adjoining public place, street utilities or City property as determined by the Director of Public Works, the Director of Public Works may direct the WCID#1, at its own expense, to take actions to protect the public, adjacent public places, City property and street utilities, and may require compliance within a prescribed time. In the event that WCID#1 fails or refuses to take the actions directed promptly, or fails to fully comply with such directions given by the Director of Public Works, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the structural integrity thereof, including placing of temporary shoring, backfilling, alterations of drainage patterns and any other actions reasonably necessary to decrease the possibility of earth movement, or actions regarded as necessary safety precautions; and the WCID#1 shall be liable to the City for the costs thereof.
8. Repair of Streets, Sidewalks, Public Places and/or Facilities. After construction, maintenance, or repair of the facilities authorized by this Agreement, WCID#1 shall repair and restore any damaged or injured streets, avenues, highways, public places, City facilities, or affected portions of same, to their approximate condition that existed prior to the work or better. The Director of Public Works shall have final approval of the condition of such streets and public places after completion of construction. All repairs of streets, sidewalks, public places and/or facilities shall be in accordance with City of League City standards.
9. Permits Required. This Agreement does not release WCID#1 from any of its obligations to obtain applicable local, state and federal permits necessary to install, construct, operate, maintain, remove, repair, reconstruct, replace, use and inspect its water and sanitary sewer systems. In the case of an emergency situation, WCID#1 is authorized to proceed with its repair/work without first obtaining a permit. Emergency situations include those repair/work scenarios that are intended to prevent the loss of water or sewer service and protect against further degradation of the system including but not limited to damage to the water lines, storm/sewer system, sidewalks and/or streets.

10. Consent to Annex. The City of League City hereby gives its written consent to the annexation of the area of land described in Exhibit A by WCID#1.

11. Miscellaneous Provisions.

11.1. Assignment. No assignment of this Agreement, in whole or in part for any purpose shall be made by either party without the written consent of the other party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

11.2. Notices. All written notices required by the terms of this agreement shall be in writing and mailed via certified mail to the address set forth below:

**If to the City:**

City of League City, Texas  
300 West Walker Street  
League City, Texas 77573  
Attn: City Manager

**If to the WCID#1:**

Galveston County Water Control and Improvement District #1  
2750 FM 517 East  
Dickinson, Texas 77539  
Attn: President

These addresses and addressees may be changed by either party by notice in writing to the other party.

11.3. Interpretation of Agreement. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the Agreement or any portion thereof.

11.4. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgement shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.

11.5. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior Agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject thereof.

11.6. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Galveston County, Texas.

- 11.7. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to one and the same instrument.
- 11.8. No Waivers. The waiver by any party hereto of a beach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
- 11.9. Current Revenues Available and No Tax Revenue. Both parties agree that any payments that are made under this Agreement for government functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.
- 11.10. No Third Party Beneficiary. Nothing in this Agreement shall entitle any thirty party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third party beneficiary contract.
- 11.11. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in party to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach by this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the City, or any other causes not reasonably within the control of the City.

(signature block on next page)

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**THE CITY OF LEAGUE CITY (the “City”)**

\_\_\_\_\_  
John Baumgartner, Deputy City Manager

Attest:

\_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to Form:

\_\_\_\_\_  
Nghiem V. Doan, City Attorney

**GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #1  
(the “WCID”)**

\_\_\_\_\_  
(Name, Position)

Attest:

\_\_\_\_\_  
(Name, Position)