

**SECOND ADDENDUM TO THE INTERLOCAL AGREEMENT TO PARTIALLY FUND  
IMPROVEMENTS TO CITY STREETS KNOWN AS CALDER ROAD, LOUISIANA  
AVENUE AND CAROLINE STREET WITHIN  
THE CITY LIMITS OF LEAGUE CITY, TEXAS**

This Second Addendum is made and entered into as of \_\_\_\_\_ by and  
(date)  
between the City of League City ("CITY") and the County of Galveston ("COUNTY"), both of which  
are political subdivisions of the State of Texas.

WHEREAS, on or about August 26, 2009, CITY and COUNTY entered into that certain  
Interlocal Agreement to Partially Fund Improvements to City Streets Known As Calder Road, Louisiana  
Avenue and Caroline Street Within the City of League City, Texas ("Agreement") whereby COUNTY  
allocated \$9,924,123.00 in road funds to be used as the COUNTY'S share for improvements to the  
aforementioned streets located within the CITY; and

WHEREAS, on or about April 4, 2015 the CITY and the COUNTY entered into a First  
Addendum to the Agreement; and

WHEREAS, the Agreement calls for the COUNTY to handle the bidding and construction  
phase of Calder Road; and

WHEREAS, the plans and specifications for Calder Road are 90% complete; and

WHEREAS, the construction phase of Calder Road will involve all local issues including  
traffic interruptions and re-routing, temporary utility interruptions, utility relocations; and

WHEREAS, the CITY owns Calder Road and the CITY staff is desirous and capable of  
managing the construction phase of the project; and

WHEREAS, the CITY inspectors and staff will be on site or nearby at CITY facilities; and

WHEREAS, the CITY staff prefers to use their own contract documents and specifications and prefers to deal directly with the contractor and have the project warranties issued directly to the CITY upon completion of construction; and

NOW THEREFORE, the CITY and COUNTY agree to the following:

1. The above-listed recitals are true and accurate and made a part of this Second Addendum;
2. The CITY will handle the bidding and construction phase of the project;
3. The COUNTY will continue to honor all of its financial commitments as well as complete all the engineering design and construction phase engineering tasks in the current engineering contract with Dannenbaum Engineering Corp; and
4. Those parts of the Interlocal Agreement and First Addendum that are not expressly modified by this Second Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum or other Addendums as of the date first above written.

*(Signature blocks on next page)*

COUNTY OF GALVESTON

By: \_\_\_\_\_  
Mark Henry  
County Judge

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

CITY OF LEAGUE CITY, TEXAS

By: \_\_\_\_\_  
Timothy Paulissen  
Mayor

ATTEST:

\_\_\_\_\_  
Diana M. Stapp, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Nghiem Doan, City Attorney