

STATE OF TEXAS

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COUNTY OF GALVESTON

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## INTERLOCAL AGREEMENT

This Interlocal Agreement(the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between City of League City, acting through its City Council, (hereinafter “City”), and the Gulf Coast Water Authority, acting through its Board of Directors, (hereinafter “Authority”), hereinafter collectively called “Parties.” The Parties have entered this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code

### I. Recitals

- 1.1 The City owns and operates a roadway named Calder Road that is located from IH 45, and North of FM 517 in Galveston County, which provides transportation and drainage to surrounding lands.
- 1.2 The Authority owns a 39-inch water transmission line that occupies Calder Road.
- 1.3 The City operates and maintains the 39-inch water transmission line owned by the Authority.
- 1.4 The City proposes to construct widening improvements to Calder Road, which will cause the Authority’s water transmission line to be located under the roadway paving. The Authority’s water transmission line has been in place for over 40 years and the Authority is concerned with the condition of the water transmission line and the Authority’s ability to perform maintenance and repairs to the water transmission line once the roadway widening occurs. The Authority is requiring the City to perform a condition assessment of the water transmission line, underneath the proposed roadway widening. The parties agree the City will be responsible for 80% of the cost to perform a condition assessment of the existing water transmission line.

NOW, THEREFORE, for the mutual consideration and covenants set forth below, the City and the Authority agree as follows:

### II. Project

This agreement covers the following project:

- 2.1 **Location of Project:** Calder Road, located from IH 45, and North of FM 517, within the City of League City, Galveston County, Texas.

- 2.2 **Scope of Project:** Perform a condition assessment of the existing water transmission line and appurtenances with a non-destructive testing using video and electromagnetic inspection technologies ("Project").

### III. Obligations

- 3.1 The Parties agree to coordinate the planning, design, implementation, and funding of this Project and work in good faith toward its completion.

The Water Authority shall oversee the design and construction of the Project.  
The City shall have the right to periodically inspect the project.

The contact points of each entity shall be:

- |    |                               |              |
|----|-------------------------------|--------------|
| a. | Authority - James Vanderwater | 281-687-7270 |
| b. | City - Jody Hooks             | 281-554-1320 |

- 3.2 The Parties agree to provide the following goods and services, either directly or by contract, subject to the conditions and exceptions described herein.

- a. The Authority will contract for Engineering Support and Construction Management Services of the Project. The engineering design will include access points for the inspection to minimize the impact of water service interruption to the City's Calder Road Booster Pump Station. The City will review, comment upon, and if appropriate, approve all final plans for the Project.
- b. The Authority will issue a purchase order to their on-call construction contractor to perform the non-destructive testing and construction of the Project.
- c. The City will review, comment upon, and if appropriate, approve all final plans for the Project.
- d. The cost of the Engineering Support and Management, non-destructive testing and Construction of the Project described in this Agreement shall be shared by the City (80%) and the Authority (20%). The estimated cost of the construction is included in the attached Exhibit "A".
- e. The Authority will submit to the City monthly invoices for the cost of the non-destructive testing, Engineering Support and Management Services and the Construction of the Project, supported by copies of approved pay estimates.
- f. The City shall pay the Authority within 45 days of the receipt of each invoice. In accordance with the Interlocal Cooperation Act, the Parties will

make payments for services rendered under this Agreement from available current revenues.

- 3.3 Once completed, the Authority will deliver a copy of the testing report to the City.

#### IV. General

- 4.1 All parties recognize and agree that nothing herein shall be construed to create any rights in third parties.
- 4.2 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.
- 4.3 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- 4.4 The Rights and obligations of this Agreement shall not be assigned without prior written consent of each party.
- 4.5 This Agreement and all obligations created hereunder shall be performable in Galveston County, Texas.
- 4.6 This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
- 4.7 This Agreement shall be binding upon and inure to the benefit of the parties and their administrators, agents, employees, successors and assigns permitted by this Agreement.
- 4.8 Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement, last date signed by the Parties.
- 4.9 Each party to the Agreement is authorized by law to perform the functions or services to be performed under the Agreement.
- 4.10 The Parties to this Agreement understand that entering into this agreement in no way obligates any party to participate in any additional joint project not herein described without the express approval of such party.



- 4.11 It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

GULF COAST WATER AUTHORITY

By: \_\_\_\_\_

Print Name: Ivan Langford

Title: General Manager

Date: \_\_\_\_\_

CITY OF LEAGUE CITY

By: \_\_\_\_\_

Print Name: John Baumgartner

Title: City Manager

Date: \_\_\_\_\_

## EXHIBIT "A"

Aurora Technical Services – Engineering Support and Construction Management	\$15,000.00
Cams Trident – Water Line locating service	\$3,311.00
Pure Technologies – Pipe Dive- - NDT	\$165,000.00
D. Wagner Construction – Access Point Construction	\$95,000.00
Sub Total	\$278,311.00
10% Contingency	\$27,831.10
Total	\$306,142.10

### Shared Cost:

City of League City (80%)	\$244,913.68
Gulf Coast Water Authority (20%)	\$61,228.42