

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN GALVESTON COUNTY
AND THE CITY OF LEAGUE CITY FOR THE DICKINSON AVENUE PROJECT
AND OTHER ROAD IMPROVEMENT PROJECTS**

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This amendment ("Amendment") is made and entered into pursuant to Chapter 791 Texas Government Code and Transportation Code §251.012. It is by and between the **County of Galveston** (the "County") and the **City of League City** (the "City"), a home-rule municipality, both of which are political subdivisions of the State of Texas and known together as the "Parties".

RECITALS:

WHEREAS, County and City are parties to an Interlocal Agreement committed to providing funding towards various road improvement projects located in League City in an amount not to exceed \$10,480,000 ("Agreement"); and

WHEREAS, the Parties have previously identified the Dickinson Avenue Project (the "Project") as an eligible road improvement project in League City, and the Parties desire to cooperate in sharing of costs for the Project; and

WHEREAS, after reimbursing the City's costs for construction services and materials testing of the Project, the County will reallocate any remaining funding to other eligible road improvement projects in League City; and

WHEREAS, County and City desire to define which other road improvement projects will be eligible for any remaining funding.

NOW THEREFORE, in consideration of mutual promises hereinafter contained, the Parties agree to the following terms:

TERMS:

1. The above-listed recitals are true and correct and hereby incorporated into this Amendment.
2. Section 6.3 of the Agreement shall be replaced with **Exhibit A**, which is attached and incorporated herein.
3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

Executed this _____ day of _____ 2019.

THE CITY OF LEAGUE CITY

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

GALVESTON COUNTY, TEXAS (the “County”)

Mark Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk

Exhibit A

6.3 Reallocation to Other Projects. In the event the amount of reimbursements paid to the City by the County is less than \$10,480,000, the County agrees to reallocate the balance of any remaining funding to other road improvements projects in League City as mutually-agreed by the Parties, including the three projects listed below. The City shall be responsible for any project costs that exceed \$10,480,000.

6.3.1 SH 96 at West Walker Street Intersection Project:

6.3.1.1 The Parties agree to make the following improvements to the intersection of SH 96 and West Walker Street: (i) extending the Eastbound to Northbound left turn storage at Walker Street; (ii) adding a right hand turn lane with ample storage for Eastbound to Southbound traffic at Walker Street; (iii) correcting the north-south crossing grade, including relocating the in-gutter inlet located where Walker Street crosses SH 96 on the South side of the intersection. If funding allows, the Parties will extend the westbound to southbound left turn lane an additional 100 feet to create a 150 foot northbound to eastbound right turn lane. A general map of this Project is attached as **Exhibit B**, which is incorporated herein.

6.3.1.2 The City shall manage the Project but agrees to use the following professionals, which have been procured by the County in compliance with state procurement laws: (i) Meyers Engineers, Ltd for engineering services, (ii) Jones & Carter for surveying services and (iii) Geotest for geotech and materials testing services. The City will provide construction inspection services.

6.3.1.3 The County shall reimburse the City for all costs related to Design, Right-of-Way/easement Acquisition, Construction and materials testing, as defined in this Agreement, for this Project in accordance with the payment procedure described in Sections 5 and 6 of the Agreement.

6.3.2 SH 96 at SH 3 Project:

6.3.2.1 The Parties agree to make the following improvements to the intersection of SH96 and SH3: (i) the addition of Eastbound and Westbound left turn lanes on SH96 at SH3 and (ii) corresponding improvements to the existing traffic signal. A general map of this Project is attached as **Exhibit C**, which is incorporated herein.

6.3.2.2 The City shall manage the Project but agrees to use the following professionals, which have been procured by the County in compliance with state procurement laws: (i) iGET for engineering services, (ii) Costello for surveying services and (iii) Terracon for geotech and materials testing services. The City will provide construction inspection services.

6.3.2.3 The County shall reimburse the City for all costs related to Design, Right-of-Way/easement Acquisition, Construction and materials testing, as defined in this Agreement, for this Project in accordance with the payment procedure described in Sections 5 and 6 of the Agreement.

6.3.3 SH 96 at I-45 Project:

- 6.3.3.1 The Parties agree to install an additional right turn lane (Eastbound to Southbound) at the intersection of League City Parkway/SH96 and Interstate 45. A general map of this Project is attached as **Exhibit D**, which is incorporated herein.
- 6.3.3.2 The City shall manage the Project but agrees to use the following professionals, which have been procured by the County in compliance with state procurement laws: (i) JNS for engineering services, (ii) Cobb Fendley for surveying services, (iii) Kenall for geotech services and (iv) Geotech for materials testing services. The City will provide construction inspection services.
- 6.3.3.3 The County shall reimburse the City for all costs related to Design, Right-of-Way/easement acquisition, Construction and materials testing, as defined in this Agreement, for this Project in accordance with the payment procedure described in Sections 5 and 6 of the Agreement.