

INTERLOCAL AGREEMENT FOR TRANSFER OF CARES ACT FUNDING

This agreement, effective on the date of execution by each Municipality (“effective date”), is between the County of Galveston, a political subdivision of the State of Texas (“County”), and each of the following municipalities located wholly or partially within Galveston County, Texas: City of Bayou Vista, Texas; City of Clear Lake Shores, Texas; City of Dickinson, Texas; City of Friendswood, Texas; City of Galveston, Texas; City of Hitchcock, Texas; City of Jamaica Beach, Texas; City of Kemah, Texas; City of La Marque, Texas; City of League City, Texas; City of Santa Fe, Texas; City of Texas City, Texas; Village of Tiki Island, Texas (each individually “Municipality” or collectively “Municipalities”).

WHEREAS, County and Municipalities are eligible to receive funding from the Coronavirus Relief Fund (“CRF”) under The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which permits transfers of funding to other units of government;

WHEREAS, the State of Texas allocated CRF funding to the County based on the population in only unincorporated areas and allocated funding to Municipalities based on the population in incorporated areas within Galveston County, Texas;

WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, County and Municipalities are authorized to enter into this interlocal agreement;

WHEREAS, County is currently funding COVID-19 lab testing services for residents throughout Galveston County, Texas, including residents within incorporated Municipalities; and

WHEREAS, County intends to continue supporting COVID-19 testing and public health responses throughout the County, including within Municipalities.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

1. Each of the Municipalities agrees to transfer CRF funding to the County in the amounts indicated in Exhibit A to support COVID-19 testing and related public health efforts.
2. This Agreement is independently effective as to the County and each of the Municipalities who execute it. None of the Municipalities has any authority to bind any other. Whether or not any or all of the other Municipalities execute this Agreement does not affect the validity of the Agreement between each individual Municipality and the County.
3. Each Municipality authorizes the State of Texas to distribute the CRF funding subject to this agreement directly to the County.
4. If it is not practicable for any reason for the State to distribute the funds subject to this Agreement directly to the County, each Municipality agrees to obtain subject funding from the State of Texas and remit the same to the County.
5. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.

6. The Term of this Agreement will be for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.
7. The parties agree that the laws of the State of Texas shall govern in any dispute concerning the rights of the parties, and that a state court in Galveston County, Texas shall be the proper venue for such dispute.
8. All financial obligations under this Agreement shall be funded from current revenues and exclusively from currently-available CRF funds.
9. This agreement may be executed in multiple counterparts.

By signing below, the representatives affirm that they are authorized to bind their respective entities and enter into this Agreement.

THE COUNTY OF GALVESTON, TEXAS

ATTEST:

By: _____
Mark Henry
County Judge

County Clerk

Date: _____

Date: _____

THE CITY OF BAYOU VISTA, TEXAS

ATTEST:

By: _____
Daniel Konyha
Mayor

City Secretary

Date: _____

Date: _____

THE CITY OF CLEAR LAKE SHORES, TEXAS

ATTEST:

By: _____
Kurt Otten
Mayor

City Secretary

Date: _____

Date: _____

THE CITY OF DICKINSON, TEXAS

ATTEST:

By: _____
Julie Masters
Mayor

City Secretary

Date: _____

Date: _____

THE CITY OF FRIENDSWOOD, TEXAS

By: _____
Michael Foreman
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF GALVESTON, TEXAS

By: _____
James Yarborough
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF HITCHCOCK, TEXAS

By: _____
Randy Strickland
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF JAMAICA BEACH, TEXAS

By: _____
Steve Spicer
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF KEMAH, TEXAS

By: _____
Terri Gale
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF LEAGUE CITY, TEXAS

By: _____
Pat Hallisey
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF SANTA FE, TEXAS

By: _____
Jason Tabor
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF TEXAS CITY, TEXAS

By: _____
Matthew Doyle
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

VILLAGE OF TIKI ISLAND, TEXAS

By: _____
Vernon Teltschick
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

EXHIBIT A

Funding per Municipality:

ENTITY:	POPULATION:	ALLOCATION:
Bayou Vista	1,648	\$16,480
Clear Lake Shores	1,164	\$11,640
Dickinson	21,532	\$215,320
Friendswood	28,606	\$286,060
Galveston	49,638	\$496,380
Hitchcock	7,855	\$78,550
Jamaica Beach	1,080	\$10,800
Kemah	2,047	\$20,479
La Marque	16,817	\$168,170
League City	104,260	\$1,042,600
Santa Fe	13,624	\$136,240
Texas City	50,946	\$509,460
Tiki Island	1,057	\$10,570