

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEBSTER  
AND CITY OF LEAGUE CITY FOR THE NORTH EXTENSION OF  
LANDING BLVD PROJECT**

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This Interlocal Agreement (the “Agreement”) is entered on the date indicated below between the City of League City, Texas (hereinafter “League City”), a municipal corporation in Galveston County, and the City of Webster (hereinafter “Webster”), a municipal corporation in Harris County, and known together as the “Parties”.

**RECITALS**

**WHEREAS**, the Parties intend this Agreement to follow Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the “Act”), as contract for government services related to roadway construction; and

**WHEREAS**, the Parties wished to participate in extension of Landing Boulevard from FM518 to NASA 1 Bypass (hereinafter the “Project”) and share the costs of the Project; and

**WHEREAS**, the Texas Department of Transportation (hereinafter “TxDOT”) wishes to collaborate with the Parties by providing funding and managing the construction of the Project.

**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. Term and Expiration of Services. The effective date of this Agreement shall be on the date of execution by both parties and shall continue until the Project has been completed. Some provisions of this Agreement survive the expiration of this Agreement.
3. Project Description. The Project contemplated in this Agreement is shown in **Exhibit A**, which is attached and incorporated herein and can be generally described as extending Landing Blvd from FM 518 to NASA 1 Bypass.
4. Definitions.
  - 4.1. “Construction” means the provision of all materials, equipment, labor, and surveying, necessary to construct the Project according to the plans and specifications.
  - 4.2. “Design” means engineering, surveying, geotechnical, environmental and any other professional or technical services required to produce bidding documents, construction plans, and specifications for the Project.
  - 4.3. “League City’s Portion of the Project” means the portion of Landing Boulevard from FM518 to

the roundabout and as further described in Exhibit A.

- 4.4. "League City Project Costs" means all Project costs related to Design, Right-of-Way Acquisition, construction management administration and construction inspection services of League's City's Portion of the Project and further described in Exhibit B, attached and incorporated herein.
- 4.5. "Project Costs" means all costs related to causing the Project to be constructed, including, to Design services, Right-of-Way Acquisition and construction inspection services geotechnical/materials testing and Construction services.
- 4.6. "Right-of-Way Acquisition" means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcel(s) of land necessary to construct the Project.
- 4.7. "Webster's Portion of the Project" means the portion of Landing Boulevard from the roundabout to NASA 1 Bypass and as further described in Exhibit A.
- 4.8. "Webster Project Costs" means all Project Costs related to Design, Right-of-Way Acquisition, construction management administration and construction inspection services of Webster's Portion of the Project and further described in Exhibit B, attached and incorporated herein.

5. Obligations of League City.

- 5.1. League City's Management. League City agrees to manage all design, engineering and land acquisition proceedings for League City and Webster.
- 5.2. League City Contribution. League City shall be responsible for all actual League City Project Costs as estimated in Exhibit B. If the actual costs are greater than the estimated costs, League City shall be responsible for paying the balance.
- 5.3. League City Land Acquisition. League City shall take all necessary legal actions to acquire the necessary land and rights-of-way for League City's and Webster's Portion of the Project.

6. Obligations of the Webster.

- 6.1. Webster Contribution. Webster shall be responsible for all Webster Project Costs as estimated in Exhibit B. If the actual costs are greater than the estimated costs, Webster shall be responsible for paying the balance upon sixty (60) days demand from League City. As portions of the Project progress, League City shall make a written request for appropriate funding from Webster. With the exception of design costs, Webster agrees to provide the requested funding to League City within sixty (60) days of the written request. Webster's design costs shall be due to League City sixty (60) days after execution of this Agreement.
- 6.2. Webster Land Acquisition. Webster shall take all legal actions to acquire the necessary land and rights-of-way for Webster's Portion of the Project. Webster hereby grants League City the authority to move forward with eminent domain proceedings, if necessary, for acquire Webster's Portion of the Project or any other piece of property for the Project within Webster's city limits. League City agrees to acquire Webster's Portion of the Project or any other piece of property for the Project at the appraised value or through eminent domain, unless otherwise agreed to by Webster.
- 6.3. Future Maintenance Obligations. Upon completion of this Project, Webster agrees to accept ownership

and maintain the portions of Landing Boulevard that are within its city limits. This provision shall survive the termination or expiration of this Agreement

7. Changes to the Project Scope. The Parties agree that any changes to the Project scope must be agreed upon in writing by the Parties and the Texas Department of Transportation.
8. 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.
9. 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.
10. Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of this Agreement as a whole.
11. 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.
12. 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.
13. 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.
14. No Joint Venture. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.
15. No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
16. 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.
17. No Third-Party Beneficiary. Nothing in this Agreement shall entitle any third 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.
18. Force Majeure. If by reason of Force Majeure, the City shall be unable in whole or in part 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.

19. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties do not waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed on \_\_\_\_\_. *(date to be filled in by City Secretary of League City)*

## **THE CITY OF LEAGUE CITY**

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

Attest:

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

Approved as to Form:

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

## **THE CITY OF WEBSTER**

\_\_\_\_\_  
Danny Presley, Interim City Manager

Attest:

\_\_\_\_\_  
Crystal Roan, City Secretary

Approved as to Form:

\_\_\_\_\_  
City Attorney

# **Exhibit A**

(Map of Project and Scope of Work)






**CONSTRUCTION COST BREAKDOWN**

- LEAGUE CITY SHARE
- WEBSTER SHARE

**LANDING BLVD  
EXTENSION PROJECT**

  
Geospatial or map data maintained by the City of League City is for information purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries. League City GIS Department 01/02/2020



## **Exhibit B**

(Project Cost Breakdown between entities)

# EXHIBIT B

| Estimated Construction Cost | 2020            |                | 2021            |                | 2022            |                | % of Project Scope |
|-----------------------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|--------------------|
|                             | Total           | 20% Cost-Share | Total           | 20% Cost-Share | Total           | 20% Cost-Share |                    |
| City of Webster             | \$5,459,072.00  | \$1,091,814.40 | \$5,841,207.00  | \$1,168,241.40 | \$6,250,091.00  | \$1,250,018.20 | 12.59%             |
| City of League City         | \$37,886,675.00 |                | \$40,538,742.00 |                | \$43,376,454.00 |                | 87.40%             |
|                             | \$43,347,767.00 |                | \$46,381,970.00 |                | \$49,628,567.00 |                |                    |

| Estimated Land Acquisition Cost | 2020           | 2021           | 2022           | Notes   |
|---------------------------------|----------------|----------------|----------------|---|
| City of Webster                 | \$3,322,982.40 | \$3,555,591.17 | \$3,804,482.55 | All raw land @ \$9.28/sf                          |
| City of League City             | \$4,156,836.80 | \$4,447,815.38 | \$4,759,162.45 | Raw land @ \$9.28/sf, developed land @ \$10.44/sf |
|                                 | \$7,479,819.20 | \$8,003,406.55 | \$8,563,645.00 |   |

|                     | Preliminary  | Final          | Total          |
|---------------------|--------------|----------------|----------------|
| Actual Design Cost  | \$883,060.51 | \$2,317,350.77 | \$3,200,411.28 |
| City of Webster     | \$111,209.67 | \$291,839.36   | \$403,049.03   |
| City of League City | \$771,809.69 | \$2,025,403.42 | \$2,797,213.11 |

| Estimated Total Cost | 2022           |
|----------------------|----------------|
| City of Webster      | \$5,457,549.78 |

## Notes:

Assuming 7% cost escalation rate per year  
 Construction costs are based on schematic design developed during the Preliminary Engineering Phase  
 Actual construction costs will be billed to The City of Webster (due within 60 days of written request)  
 Payment for Webster's design costs shall be due within 60 days of execution of this agreement