

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF FRIENDSWOOD AND  
THE CITY OF LEAGUE CITY**

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

This Memorandum of Understanding (this "MOU" ) is made and entered into as of the date of the last signature affixed hereto, by and between the City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("Friendswood"), and the City of League City, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("League City"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, pursuant to Chapter 791 of the Texas Government Code (the "Act"), local governments are authorized to contract among themselves for the provisions of governmental functions and services; and

WHEREAS, Friendswood and League City (collectively the "Parties"; individually a "Party") are each "local governments," as defined in the Act; and

WHEREAS, the intersection of Grissom Road and Bay Area Boulevard (the "Intersection") lies within Harris County along the common boundary of Friendswood and League City, as more particularly depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, due to the elevated number of vehicular collisions at the Intersection, Friendswood conducted a stop sign warrant analysis, which revealed the immediate need for the installation of stop signs to convert the Intersection to an "all-way stop"; and

WHEREAS, following the installation of the aforesaid stop signs, League City performed a traffic signal warrant analysis which further indicated the need for a signal at the Intersection; and

WHEREAS, future development is anticipated near the Intersection, which will further support the need for a traffic signal; and

WHEREAS, the estimated cost to signalize the Intersection and to provide protected left turns at the Intersection (the "Project") is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00); and

WHEREAS, Friendswood has submitted a CIP Partnership Project Request Form (the "Application") to Harris County, Precinct 2 ("Harris County") for the Project, which Application requested Harris County contribute TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), which represents the one-half (½) of the estimated cost of the Project; and

WHEREAS, Friendswood and League City desire to share the remaining cost of the Project wherein each municipality will be pay ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00); and

WHEREAS, the Parties desire to fund their portions of the Project, as indicated hereinabove, immediately from their respective current, available revenues; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, Friendswood and League City do hereby find, determine, and agree as follows:

1. Findings. The facts and matters set forth in the preamble of this MOU are hereby found to be true and correct.
2. Purpose. The purpose of this MOU is to promote and protect public health, safety, and welfare by (i) enhancing traffic safety, (ii) decreasing the number of vehicle collisions and pedestrian/biking accidents at or near the Intersection, and (iii) reducing air and noise pollution through efficient traffic flow and the lessening of vehicle idle times.
3. Obligations.
  - 3.01 Under the Harris County CIP Partnership Program (the "Program") and the Application, it is proposed that Harris County shall (i) provide funding for the Project in an amount not to exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), (ii) serve as the managing partner of this Project, and (iii) lead the Project design, implementation and operation of the Project pursuant to the terms of the Program, (iv) integrate the Project into its traffic control assets, and (v) maintain the Project once completed.
  - 3.02 Pursuant to the Program and Application, Friendswood agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) from current revenues available for this purpose.
  - 3.03 Pursuant to the Program and Application, League City agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) from current revenues available for this purpose.
  - 3.04 Funding from Friendswood and League City will be paid pursuant to the agreement with Harris County in accordance with the terms of the Program (the "Program Agreement").
4. Term. The term of this MOU commences on the date of the last signature affixed hereto and shall continue until the Project is completed. Friendswood or League City may terminate this MOU, with or without cause, upon thirty (30) days' written notice to the other Party until such time as the Program Agreement is executed or payment is tendered by a Party to Harris County, whichever occurs first. After the execution of the Program Agreement, this MOU may be terminated, if at all, only in accordance with such agreement.
5. Notice. Any notice required to be given under the provisions of this MOU shall be in writing and shall be duly served when it shall have been mailed by certified mail, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

Friendswood:  
City of Friendswood  
910 S. Friendswood Drive  
Friendswood, TX 77546  
Attn: City Manager  
[fwdcity@friendswood.com](mailto:fwdcity@friendswood.com)

League City:  
City of League City  
300 W. Walker  
League City, TX 77573  
Attn: City Manager  
[john.baumgartner@leaguecitytx.gov](mailto:john.baumgartner@leaguecitytx.gov)

A copy of any notice provided under this section shall also be emailed at the time of posting to the email addresses of the persons set out above.

6. Complete Agreement. This instrument contains the entire agreement between Friendswood and League City relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by both Friendswood and League City.
7. Severability. If any provision of this MOU is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this MOU and deleted to the same extent and effect as if never incorporated herein.
8. No Joint Venture; No Third-Party Beneficiary. This MOU is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing in this MOU 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 MOU shall not be construed as a third-party beneficiary contract.
9. Force Majeure. Neither Party shall be liable for any damage, delay or loss due to Force Majeure. The term "Force Majeure" as used in this MOU shall mean acts of God, strikes, lockouts, 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, pandemics, landslides, lightning, 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 a Party, or any other causes not reasonably within the control of the Party asserting a force majeure.
10. Immunity. It is expressly understood and agreed that, in the execution of this MOU, 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.
11. Authority to Bind. Each Party represents and warrants that it has been authorized by its respective governing body. Each Party represents and warrants for itself that the individual executing this MOU on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this MOU and that this MOU constitutes the legal, valid, and binding agreement of each Party hereto.
12. Governing Law and Venue. This MOU 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.

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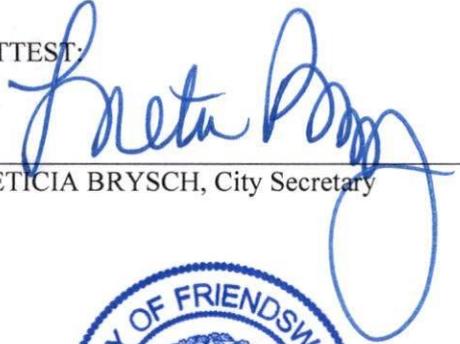
EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD

  
MORAD KABIRI, City Manager

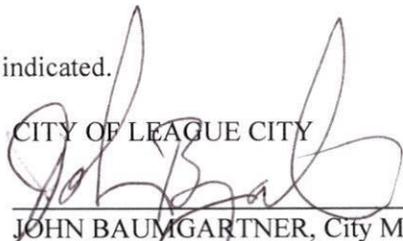
Date: 6/4/2024

ATTEST:

  
LETICIA BRYSCH, City Secretary

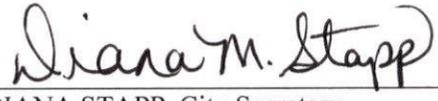


CITY OF LEAGUE CITY

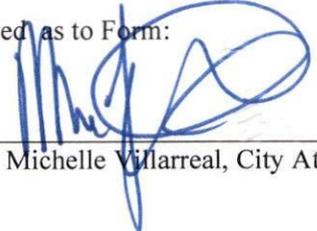
  
JOHN BAUMGARTNER, City Manager

Date: 5-30-24

ATTEST:

  
DIANA STAPP, City Secretary

Approved as to Form:

By:   
Michelle Villarreal, City Attorney

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EXHIBIT "A"



Signalization of  
Bay Area Boulevard & Grissom Road Intersection  
Friendswood, Harris County, Texas