

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JAMAICA BEACH AND THE CITY OF GALVESTON**

THE STATE OF TEXAS

COUNTY OF GALVESTON

This Agreement made this the _____ day of _____, 2005, between the City of Jamaica Beach, Texas a general law city located in Galveston County Texas and the City of Galveston, Texas located in Galveston County, Texas.

WITNESSETH

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Tex Gov't Code Ann. 791.001, et seq.) providing for the cooperation between local governmental bodies and pursuant to Subchapter F entitled "Cooperative Purchasing Program" containing Sections 271.101 and 271.102 of the Texas Local Government Code, the parties hereto, in consideration of the premises and mutual promises contained herein agree to as follows;

I.

The City of Jamaica Beach hereby designates its City Administrator to act under the direction of and on behalf of the City of Jamaica Beach in coordinating storm debris removal services and technical assistance associated with the disaster recovery process, pursuant to the City of Galveston's Agreement with AshBritt Inc, Asplundh Environmental Services and DRC, Inc. which was let in accordance with Chapter 252 of the Texas Local Government Code and all other applicable laws.

II.

The City of Jamaica Beach, by execution of this Agreement, agrees to directly pay the Contractors after completion and acceptance of the work specified in each work order for storm debris removal services and technical assistance associated with the disaster recovery process and after receipt of a proper invoice thereof an amount based upon the unit pricing detailed in the City of Galveston agreement.

Neither the City of Jamaica Beach nor the City of Galveston shall assume any responsibility or liability to pay for materials purchased or services performed for the benefit of the other entity. Furthermore, both parties agree that the payment required herein fairly compensates the City of Galveston for any services or functions required to be performed under this Agreement. In obtaining the services of the Contractors through the City of Galveston, the City of Jamaica Beach has relied solely on its own inspections, investigations and due diligence regarding the services and the City of Jamaica Beach acknowledges that the City of Galveston has made no representations or warranties expressed or implied with respect to the services to be rendered.

III.

This Agreement shall take effect upon execution by both signatories and shall serve as each governmental body's commitment pertaining to purchases of the services referenced in Article I hereof. The governing bodies of the parties have authorized this Agreement hereto.

IV.

This Agreement shall be in effect from and after the _____ day of _____ 2005, the date of execution by the City of Jamaica Beach.

CITY OF JAMAICA BEACH

CITY OF GALVESTON

By: _____
John J. Brick, City Administrator

By: _____
Steve LeBlanc, City Manager

ATTEST:

ATTEST:

Teri White, City Secretary

City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Carlton Getty, City Attorney

Susie Green, City Attorney