

STATE OF TEXAS §

COUNTY OF GUADALUPE §

**INTERLOCAL AGREEMENT BETWEEN GUADALUPE COUNTY AND
THE CITY OF SEGUIN FOR THE FUNDING OF THE CORDOVA ROAD
RECONSTRUCTION PROJECT FUNDED BY THE ALAMO AREA METROPOLITAN
PLANNING ORGANIZATION**

This agreement is entered into by and between the County of Guadalupe (the “County”), a political subdivision of the State of Texas, and the City of Seguin (the “City”), a municipal corporation situated in Guadalupe County, Texas. Authority is granted pursuant to Chapter 791 of the Texas Government Code.

WHEREAS, the County and the City made a successful joint grant application to the Alamo Area Metropolitan Planning Organization (“the AAMPO”) to fund the rebuilding of Cordova Road (“the Cordova Road Project”) in order to handle increased density and provide better mobility; and

WHEREAS, in accordance with the AAMPO Grant the joint owners must fund preliminary and design engineering, the cost of property acquisition, matching funds and probably funds needed to complete the project in excess of the grant; and

WHEREAS, as part of the basis for the joint application the County and the City agreed to share the project owner costs on an equal basis; and

WHEREAS, since the Cordova Road Project was accepted for funding by the AAMPO, significant changes in the economy have occurred resulting in increased costs for the Cordova Road Project that may not be covered by Grant funds; and

WHEREAS, Pape-Dawson Engineers has been selected as the preliminary and design engineer, including right-of-way acquisition services for the Cordova Road Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, Guadalupe County and the City of Seguin agree as follows:

I.

The term of this agreement shall begin on the date of last approval by the City and the County and shall continue in effect until the Cordova Road Project is completed.

II.

The County and the City agree that it will have appropriate funding for the Cordova Road Project available from current budget resources beginning in fiscal year 2023 and continuing through the completion of the Project.

III.

In August, 2022, the City awarded an engineering contract in the amount of \$4,428,217.65 to Pape-Dawson Engineers for the engineering, design and construction management for the Cordova Road Project. The City and the County shall each be responsible for fifty (50) percent of the cost of this contract. Pape-Dawson will submit invoices to the City of Seguin for approval. Once the City approves payment, a copy of the approved invoice will be submitted to the County for reimbursement to the City for the County's fifty percent share. Unless the County objects, in writing with reasonable, specific objections, to the invoice within five (5) business days from receipt of the invoice; otherwise payment of the County's share is due within 30 days.

IV.

For the remainder of the Cordova Road Project, including property acquisition, the City will submit copies of approved invoices to the County, wherein the County shall have five (5) business days to object, in writing with reasonable, specific objections, to the amount of the invoice or submit payment within 30 days of the receipt thereof.

V.

Notice to the County shall be delivered to the County Judge, Guadalupe County, 101 E. Court St., Seguin, Texas 78155. Notice to the City shall be delivered to the City Manager, City of Seguin, P.O. Box 591, Seguin, Texas. 78156-0591. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective legal representatives, successors and assigns where permitted by the agreement.

VI.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VII.

This Agreement between the parties hereto and with the exception of any agreement with respect to planning responsibilities supersedes any prior understandings or written or oral agreements between the parties respecting Cordova Road. With the exception of items set forth herein this Agreement shall not have any effect on any other agreements between the parties.

VIII.


To the fullest extent permitted by law, the City shall and does hereby agree to indemnify, protect, defend and hold harmless the County of Guadalupe, its officers, against and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes

of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind or description by, through, or any person or entity whomsoever arising out of, or alleged to have arisen out of (in whole or in part) the work to be performed, or in any way whatsoever in connection therewith.

This Agreement is executed this the 20 day of September 2022.

COUNTY OF GUADALUPE

CITY OF SEGUIN

By: 

Kyle Kutscher
County Judge
Guadalupe County

By: _____
Steve Parker
City Manager
City of Seguin



Attest: 

Teresa Kiel
County Clerk

Naomi Manski
City Secretary