

STATE OF TEXAS §

COUNTY OF GUADALUPE §

**INTERLOCAL AGREEMENT FOR MAINTENANCE OF CORDOVA ROAD  
BETWEEN GUADALUPE COUNTY AND THE CITY OF SEGUIN**

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**, residential development along Cordova Road has been accelerating resulting in increased vehicular traffic on the road; and

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

**WHEREAS**, due to the increased requests for annexation into the City of Seguin and the forthcoming need to purchase additional right-of-way for the Cordova Road Project the County is willing to request that the City annex Cordova Road from Highway 123 to Highway 46; and

**WHEREAS**, it is anticipated that construction of the Cordova Road Project will begin sometime in the 2024-25 time frame; and

**WHEREAS**, as part of the Cordova Road design process the entire right-of-way shall be surveyed to determine the boundaries for construction; and

**WHEREAS**, the terms of this Interlocal Agreement and the annexation of Cordova Road shall not affect the duties and responsibilities of the City or the County with respect to 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 be two years beginning November 1, 2021 and ending October 31, 2023. The term of the Agreement may be extended depending on the actual schedule for the Cordova Road Project.

**II.**

During the term of this Agreement, and any extensions thereto, requests for driveway permits shall be processed in accordance with the Interlocal Agreement concerning the development

of subdivisions currently in effect when the driveway permit request is received without consideration of the fact that Cordova Road has been annexed into the City.

### III.

During the term of this Agreement, to the extent that the Parties are unable to mow the grass and weeds along the sides of Cordova Road, the Parties agree to split the costs of hiring a local farmer or other contractor to perform mowing maintenance. It is anticipated that mowing the right-of-way will occur no more than three times in any calendar year.

### IV.

Given that the Cordova Road Project is scheduled to begin in two to three years the City and the County agree to assist each other in the use of in-house resources to make any repairs to the road surface that are necessary to maintain travel viability and safety.

### V.

Notice to the County shall be delivered to the County Judge, Guadalupe County, 211 West Court, 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 or through 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 \_\_\_\_ day of October 2021.

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

