

RESOLUTION 25-R-029

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH GUADALUPE COUNTY FOR USE OF COUNTY FACILITY AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Guadalupe County (“County”) and the City of Schertz (“City”) wish to enter into an Agreement relating to the use of the County facility located at 1052 Farm-To-Market Rd 78, Schertz, TX 78154 and set out the terms, rights, duties, and responsibilities with respect thereto; and

WHEREAS, the County and the City are political subdivisions of the State of Texas and are authorized to enter into an Agreement pursuant to Texas Government Code Chapter 791.001, as amended;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby grants authority to the City Manager to execute the Interlocal Agreement with Guadalupe County in substantially the form attached hereto as Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

EXHIBIT A

Interlocal Agreement with Guadalupe County for Use of County Facility

Section 6. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement will be in Guadalupe County, Texas.

Section 7. NOTICE

All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise.

GUADALUPE COUNTY
Office of the Treasurer
307 West Court Street
Seguin, TX 78155

CITY OF SCHERTZ
ATTN: CITY MANAGER
1400 Schertz Parkway
Schertz, TX 78154

Section 8. GOVERNMENTAL FUNCTIONS; LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES

Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

- a) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent entities.
- b) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, or representatives of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.
- c) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- d) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements.

PASSED AND APPROVED on the ____ day of _____, 20 ____.

Kyle Kutscher
County Judge, Guadalupe County

Steve Williams
City Manager, City of Schertz

Attest:

Teresa Kiel, Guadalupe County Clerk