

RESOLUTION NO. 25-R-175

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH GUADALUPE COUNTY TO ACCEPT TWO POLICE PURSUIT VEHICLES FROM A FEDERAL BYRNE GRANT

WHEREAS, law enforcement agencies in Guadalupe County need an adequate number of patrol vehicles to meet the needs for responding to increased criminal activity, critical incidents, drug trafficking, human smuggling, threats against schools, and violent crimes; and

WHEREAS, Guadalupe County is the recipient of the DOJ Office of Justice Programs Byrne Discretionary Grants Program, and grant funding will be used to procure new police patrol vehicles for law enforcement agencies in Guadalupe County; and

WHEREAS, The City of Schertz and Guadalupe County wish to enter into an agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, under the specific authority of §791.026 and Texas Education Code §44.031(a)(5); and

WHEREAS, the ILA will govern the transfer of two police pursuit vehicles from the County to the City in accordance with the grant objectives, award and applicable terms.

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

Section 1. The City Council hereby authorizes the City Manager to execute the ILA with Guadalupe County for the transfer of two police pursuit vehicles in substantially the form set forth in 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Interlocal Agreement with Guadalupe County For Police Pursuit Vehicles

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SCHERTZ AND GUADALUPE COUNTY**

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	THE CITY OF SCHERTZ AND
	§	GUADALUPE COUNTY
COUNTY OF GUADALUPE	§	

PREAMBLE:

The Parties to this Agreement (“Agreement”) are the City of Schertz and Guadalupe County (collectively referred to as the “Parties”). The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, under the specific authority of §791.026 and Texas Education Code §44.031(a)(5). This Agreement is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties. Individually, the City of Schertz (the “City”) and Guadalupe County (the “County”) are political subdivisions of the State of Texas.

RECITALS

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, the governing bodies of the City of Schertz and Guadalupe County each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, law enforcement agencies in Guadalupe County need an adequate number of patrol vehicles to meet the needs for responding to increased criminal activity, critical incidents, drug trafficking, human smuggling, threats against schools, and violent crimes; and

WHEREAS, the County is the recipient of the DOJ Office of Justice Programs Byrne Discretionary Grants Program, and grant funding will be used to procure new police patrol vehicles for law enforcement agencies in Guadalupe County; and

WHEREAS, the County will transfer two police vehicles to the City in accordance with the grant award and applicable terms.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

I. TERM OF AGREEMENT

The term of this Agreement will begin December 15, 2025. The term of this Agreement will end on September 30, 2026, or at the time of completion of the Project, whichever occurs first in time, unless extended or terminated before that time as provided in this Agreement.

II. MUTUAL PROMISES AND COVENANTS OF THE PARTIES

The Parties, in consideration of the mutual promises and covenants contained in this Agreement, agree as follows:

- A. The recitals set out in the preamble are hereby incorporated herein, for all purposes.
- B. The County will transfer title/registration and ownership of one (1) 2025 Durango AWD police pursuit vehicle and one (1) 2025 Tahoe 4WD police pursuit vehicle to the City. Once transferred, these vehicles are conveyed to the City with all rights to ownership, maintenance and disposal.
- C. There will be no cost to the City for the vehicles. Any additional outfitting required for the vehicles will be at the City's expense.

III. MISCELLANEOUS

- A. Notice and Addresses.** All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To City: City of Schertz, Texas
 Attn: City Manager
 1400 Schertz Parkway
 Schertz, TX 78154

To County: Guadalupe County, Texas
 Attn: County Judge
 101 East Court Street
 Seguin, TX 78155

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- B. Parties Bound.** This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. Prior Agreement Superseded.** This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted

herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.

- D. Amendment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- E. Hold Harmless.** Each party will hold the other harmless from any claims arising from any work performed under this agreement to the extent permitted by Texas law.
- F. Violation of Law.** The City and the County shall not violate any Federal, State or local laws, regulations or ordinances in the performance of this Agreement.
- G. Enforceability.** If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- H. Governing Law and Place for Performance.** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Guadalupe and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise, and negotiate the terms of this Agreement and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- I. Exhibits Incorporated.** All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- J. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of the City of Schertz and Guadalupe County, respectively.
- K. No Waiver of Immunities.** Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by City of Schertz, Guadalupe County, their past or present officers, employees, or agents or employees.
- L. No Third Party Beneficiary.** This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

M. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

N. Approval by Governing Bodies. This Agreement has been approved by the Governing bodies of the City of Schertz and Guadalupe County.

O. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

P. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2025.

CITY OF SCHERTZ

By: _____
Steve Williams, City Manager

ATTEST:

By: _____

Title: _____

CITY OF SCHERTZ

By: _____
Kyle Kutscher, County Judge

ATTEST:

By: _____

Title: _____