

**STATE OF TEXAS
KENDALL COUNTY**

**INTERLOCAL AGREEMENT FOR THE PAYMENT OF FUNDS FOR THE
HIGHWAY 46 EAST FROM HERFF ROAD TO AMMANN ROAD IMPROVEMENT PROJECT**

Kendall County ("County") and the City of Boerne ("City") (City and County collectively referred to as the "Parties") enter into this Interlocal Agreement ("Agreement") for the payment of funds to make certain highway improvements on Highway No. 46 from Herff Road to Ammann Road, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"),. The Parties are acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, Highway 46 from Herff Road to Ammann Road is located in the jurisdiction of City, which is wholly incorporated within the County, and the County; and

WHEREAS, City and County through their respective governing bodies have determined that Highway 46 is in need of improvements in order to adequately handle the increased traffic; and

WHEREAS, the governing bodies of the Parties have also determined that the Highway 46 improvements is a high priority item; and

WHEREAS, the Texas Department of Transportation ("TxDOT") has recommended the Highway 46 roadway improvements (the "Project") for submission; and

WHEREAS, in order for the TxDOT to submit the Project in a manner which would greatly improve the likelihood of funding by the MPO, TxDOT has recommended a local contribution of \$1,100,000, which is approximately eleven percent (11%) of the \$10,000,000.00 estimated Project cost; and

WHEREAS, the County and the City will share the local contribution equally at \$550,000 each (each Party's "Share"); and

WHEREAS, the County's Share will include a cost deduction for the County Right of Way contributions made to TxDOT in furtherance of the Project which cost the County \$119,838 an amount credited to the Project; and

WHEREAS, the Interlocal Cooperation Act gives counties and cities the authority to contract with other governmental entities concerning street, road and drainage projects.

NOW THEREFORE, in order to carry out the intent of the Parties in accordance with applicable law, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish and clarify each Party's responsibilities, rights, and obligations, and the manner and method of payment of the local contribution amount

of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000) (hereinafter referred to as the "Total Contribution Amount").

ARTICLE II TERM

The initial term of this Agreement shall be from the date of execution of this Agreement until one year from such date, unless earlier terminated or extended by agreement of the Parties in accordance with applicable law. This Agreement will terminate automatically once the purposes of this Agreement have been fulfilled.

ARTICLE III DUTIES AND RESPONSIBILITIES OF THE PARTIES

CITY and COUNTY agree that:

1. The Parties support the completion of the Project by TxDOT.
2. City commits to making a lump sum contribution of NINE HUNDRED EIGHTY THOUSAND ONE HUNDRED AND SIXTY TWO DOLLARS (\$980,162) to TxDOT for both the City and County Share for completion of the Project.
3. The County agrees to deed over to TxDOT County Right of Way contributions for the Project which TxDOT will credit ONE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED AND THIRTY EIGHT DOLLARS (\$119,838) towards the Total Contribution Amount.
4. County commits to participating in the Project by making a lump sum contribution of FOUR HUNDRED THIRTY THOUSAND ONE HUNDRED SIXTY TWO DOLLARS (\$430,162) to the City for the remainder of the County's Share towards the completion of the Project not later than the day the City is required to pay the Total Contribution Amount for the Project to TxDOT.
5. The Parties agree that should any third party contribute monies to the Total Contribution Amount required for the Project, the Parties will use the amount received to decrease the Parties' share of the Total Contribution Amount due and owing.

ARTICLE IV TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kendall County, Texas.

ARTICLE V SEVERABILITY

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 provisions thereof and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VI AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of the Parties.

ARTICLE VII LIAISONS AND NOTICES

Unless written notification by County to the contrary is received by City, the County Judge or designee shall be the designated representative of County responsible for the management of this Agreement.

Unless written notification by City to the contrary is received by County, the City Manager or designee shall be the designated representative of City responsible for management of this Agreement.

Communications between City and County shall be directed to the designated representative of each Party as set forth above.

For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Boerne
402 E. Blanco
Boerne, Texas 78006
Attn: City Manager Ronald C. Bowman

COUNTY

Kendall County
201 E. San Antonio Street, Suite 122
Boerne, Texas 78006
Attn: County Judge Darrel L. Lux

Notice of change of address by either Party must be made in writing and delivered to the other Party's last known address within five (5) business days of such change. Communication by computers (e-mails) is specifically excluded as a means of official communications and/or notices between the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

Approved by City Council of CITY on this the _____ day of _____ 2016.

Ronald C. Bowman,
City Manager, City of Boerne

Attest: _____
Lori Carroll
City Secretary, City of Boerne

Approved by Commissioners Court of COUNTY on this the _____ day of _____ 2016.

Darrel L. Lux
County Judge, Kendall County

Attest: _____
Darlene Herrin
County Clerk, Kendall County