

**INTERLOCAL AGREEMENT BETWEEN  
HAYS COUNTY AND THE CITY OF SAN MARCOS  
RELATED TO THE CAPE STREET SHARED USE PATH PROJECT**

This interlocal agreement (the “Agreement”) is entered into as of this 6th day of January, 2026, by and between Hays County, a political subdivision of the State of Texas (the “County”) and the City of San Marcos, a Texas home-rule municipality (the “City”) (collectively, the “Parties”). In this Agreement, the City and the County are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

**RECITALS**

**WHEREAS**, Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the City intends to prepare and submit a CAMPO funding application requesting \$1,000,000 for the design of a shared use path along both sides of Cape Street (the “Project”); and

**WHEREAS**, the Parties desire to enter into this Agreement to set forth the terms and conditions through which they will jointly participate in the funding of the Project design; and

**WHEREAS**, the Parties agree that the City shall serve as the lead agency for the Project design, and the County shall contribute fifty (50) percent of the required local match; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and obligations of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
PURPOSE**

**1.01 General.** The purpose of this Agreement is to define each Party’s responsibilities related to the preparation, administration, funding, and completion of the Project design. All such activities are collectively the “Project.”

**1.02 Obligations.** This Agreement is for design only. It will not cover ROW acquisitions or construction of the project. An amendment to this agreement will be required in the future if both the County and City decide to pursue additional funding for ROW acquisitions or construction of the project.

**II.  
CITY OBLIGATIONS**

**2.01 Project Management.** The City shall lead all efforts necessary for the Project design and shall coordinate with the County as required.

**2.02 CAMPO Application.** The City shall prepare and submit a CAMPO application requesting \$1,000,000 for Project design.

**2.03 Local Match Responsibilities.** The City shall provide fifty (50) percent of the local match required for the Project design, as shown in Exhibit B, Estimated Project Costs.

**2.04 Consultant Procurement.** The City shall procure and manage all needed engineering and related design services.

### **III. COUNTY OBLIGATIONS**

**3.01 Participation.** The County shall provide ongoing coordination and timely review of design materials provided by the City.

**3.02 Local Match Participation.** The County shall provide fifty (50) percent of the local match required for the Project design, as shown in Exhibit B, Estimated Project Costs

### **IV. DISPUTES**

#### **4.01 Material Breach; Notice and Opportunity to Cure.**

**(a)** In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

**(b)** Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

### **V. LAW AND VENUE**

The laws of the State of Texas govern all matters arising out of this Agreement, and venue shall lie in the state courts of Hays County, Texas. The parties acknowledge and agree that each party shall be responsible for any attorneys' fees incurred by that party relating to this Agreement.

## VI. GENERAL PROVISIONS

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**5.02 Term.** This Agreement becomes effective upon full execution and terminates upon completion of all Project design obligations.

**5.03 Severability.** If any provision is held invalid, the remainder of the Agreement remains effective.

**5.04 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**5.06 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.07 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

**5.08 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.9 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:** 630 East Hopkins  
San Marcos TX, 78666  
Attn: Shaun Condor  
Telephone: (512) 393-8134  
Facsimile: N/A  
Email: [scondor@sanmarcostx.gov](mailto:scondor@sanmarcostx.gov)

**COUNTY:** Hays County Judge  
Hays County  
111 East San Antonio Street – Suite 300  
San Marcos, TX 78666

**5.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.11 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.12 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

*(SIGNATURES ON FOLLOWING PAGE)*

## HAYS COUNTY

By: Ruben Becerra, County Judge

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

THE STATE OF TEXAS §  
COURT OF HAYS §

**THIS INSTRUMENT** was acknowledged before me on this 6th day of January, 2026, by Ruben Becerra, County Judge of Hays County, Texas, on behalf of said County.

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Notary Public, State of Texas

# CITY OF SAN MARCOS, TEXAS

By: Stephanie Reyes, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Elizabeth Trevino, City Clerk

THE STATE OF TEXAS §  
§  
§  
COUNTY OF HAYS §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by Stephanie Reyes, City Manager of the City of San Marcos, a Texas home-rule city, in such capacity, on behalf of said city.

Notary Public, State of Texas

EXHIBIT A  
PROJECT LOCATION



**EXHBIT B**  
**ESTIMATED PROJECT COSTS (To be updated)**

<b>Total</b>	City Match	County Match	CAMPO Match
<b>\$1,000,000</b>	\$100,000	\$100,000	\$800,000