

**INTERLOCAL AGREEMENT BETWEEN
THE SCHERTZ-SEGUIN LOCAL GOVERNMENT CORPORATION
AND THE CITY OF SEGUIN**

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Tex. Gov't Code, Chapter 791, between the Schertz-Seguin Local Government Corporation (SSLGC), a body corporate and politic under the laws of the State of Texas, and the City of Seguin ("City"), a home rule municipality duly organized under the laws of the State of Texas.

WHEREAS, the SSLGC is currently undertaking a project to uncover water transmission pipelines to examine and replace the cathodic protection system; and

WHEREAS, as part of the cathodic protection project the SSLGC will need to cut into approximately one half of the paved area of Sutherland Springs Road from Water Tower Road to Highway 123 Business; and

WHEREAS, rather than partially pave the road, it is in the City's best interest to have the SSLGC contractor repave the entire width of Sutherland Springs Road; and

WHEREAS, Field Construction, Inc., the contractor working for SSLGC on the cathodic protection project, has estimated that it will cost approximately \$75,000.00 to repair patches of the road after the SSLGC pipeline work, or an estimated \$134,372.25 to rework the base and place 1.5 inches of asphalt on the entire width of the involved stretch of Sutherland Springs Road; and

WHEREAS, the SSLGC has agreed that they should rework the base and place 1.5 inches asphalt on half the involved stretch of Sutherland Springs Road in order to have a professionally finished project.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

Section 1. FINANCIAL AGREEMENT.

a. SSLGC agrees to pay the greater of \$75,000.00 or 50% of the actual cost to repave Sutherland Springs Road from from Water Tower Road to Highway 123 Business. The City agrees to pay the \$59,372.25, plus should the project cost exceed \$134,372.25, one-half of that excess amount.

b. At the completion of the Sutherland Springs Road paving project the SSLGC shall provide the City with an invoice documented by the actual cost for the project. The City shall pay the SSLGC within 30 days of receipt of said invoice.

Section 2. TERM OF AGREEMENT. This Agreement shall become effective when executed by all parties hereto and shall remain in effect until completed, or until March 31, 2017, unless earlier terminated as provided herein.

Section 3. NOTICES. For the purposes of notice, the addresses of the parties, until changed by written notice, as provided above, shall be as follows:

City of Seguin
Douglas G. Faseler, City Manager
205 North River Street
Seguin, TX 78155

SSLGC
Alan Cockerell, General Manager
108 West Mountain Street
Seguin, TX 78155

Section 4. IMMUNITY. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 5. NOT A JOINT ENTERPRISE. This Agreement is not intended to and shall not create a joint enterprise among any party to this Agreement. The parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely for the public good, rather than any pecuniary purpose. A party undertaking work under this Agreement shall have a superior right to control the direction and management of such work, except as may otherwise expressly be provided herein.

Section 6. MISCELLANEOUS.

- A. No party hereto shall make, in whole or in part, any assignment of this Agreement without the advance written consent of the other parties.
- B. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- C. This Agreement may only be amended by written instrument duly executed on behalf of each party subject to this Agreement.
- D. This Agreement may be executed in multiple counter parts.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies has caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

SIGNED this _____ day of February 2016.

For the City of Seguin:

For the Schertz-Seguin
Local Government Corporation

By: _____
Douglas G. Faseler, City Manager

By: _____
Alan Cockerell, General Manager