

Guadalupe County
Road & Bridge Department



Mark Green, Administrator
Roger Hurt, Assistant Administrator

THE STATE OF TEXAS
THE GUADALUPE COUNTY OF GUADALUPE

INTER-LOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF GUADALUPE, TEXAS AND CITY OF SEGUIN, TEXAS

This agreement is entered into by the County of Guadalupe, a political subdivision of the State of Texas, hereinafter referred to as "County", and the City of Seguin, a municipal corporation situated in Guadalupe County, Texas, hereinafter referred to as "City". Authority is granted pursuant to Section 251.012, Texas Code and Section 791.032, Texas Government Code.

WHEREAS, County agrees to enter into an Inter-Local Governmental Agreement with the City for the purpose of improvements to the following road: Link Rd, located within the city limits of City. The specific portions of said road are reflected on the map attached hereto and made a part hereof as Exhibit "A".

Guadalupe County agrees to perform as follows:

1. To work in a cooperative manner with City in the scheduling and completion of the project subject to this agreement;
2. Mill existing pavement and reshape to a uniform contour of line, grade and crosslope, using county equipment and manpower;
3. Stabilize roadway using P2 Stabilizer, compact, finish grade and prime using county equipment and manpower;
4. Deliver and install two-course surface pavement treatment.

City agrees to perform as follows:

1. To work in a cooperative manner with County in the scheduling and completion of the project subject to this agreement;
2. Pay to Guadalupe County, monies described in Exhibit A for materials needed to perform projects as described.
3. Request required Utility Locates for the project area and schedule relocation of utilities if needed.
4. Assist county with milling existing pavement in the event new equipment arrives.

No amendment, modification or alteration shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter.

Passed and approved on the _____ day of May, 2016

CITY OF SEGUIN

By: _____
Don Keil
Mayor

Attest: _____
Thalia Stautzenberger
City Secretary

GUADALUPE COUNTY

By: _____
Kyle Kutscher
County Judge

Attest: _____
Teresa Kiel
County Clerk