

STATE OF TEXAS §

INTERLOCAL AGREEMENT

COUNTY OF LAREDO §

THIS AGREEMENT entered into on the last listed approved date below between **COUNTY OF WEBB, TEXAS ("County")** and the **CITY OF LAREDO, TEXAS ("City")** by and through their duly authorized officials, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may be referred to in this Agreement individually as "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, the County acquired approximately 73.4078 acres, more or less, of land ("Property"), from the City as authorized by Ordinance No. 89-0-96, of May 22, 1989, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the County has been utilizing the Property for park purposes and recreation for the pleasure of the general public by leasing the Property to the State of Texas Parks and Wildlife department for use of Property as the "Casa Blanca State Park"; and

WHEREAS, the County has designated about 7.5 acres of land, more or less, of the Property, hereinafter referred to as the "Site", for the construction of a permanent central fire and emergency medical services and air e-vac station to provide fire protection and emergency medical services to the county residents, to include users and customers of the Casa Blanca State Park; and

WHEREAS, the property being designated for the proposed construction of a permanent central fire and emergency medical services and air e-vac station will only be utilized for this purpose, now and in the future;

WHEREAS, this Agreement for Interlocal cooperation between the Parties is to demonstrate that the county will continue providing parks and recreation services at the Casa Blanca State Park while at the same time promoting and protecting the public health and general welfare of the citizens of the county, city and all jurisdictions concerned; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the County and the City mutually agree as follows:

I. SERVICES TO BE PROVIDED

The parties agrees that the County will continue to utilize the Property for the following purpose:

- A. The property will continue to be used for park and recreation purposes for enjoyment to the general public.

- B. The proposed central fire and emergency medical services and air e-vac station will provide services to protect the public health and general welfare of the citizens of the county, city and all jurisdictions concerned.
- C. The Site is being designated for the construction of a permanent central fire and emergency medical services and air e-vac station and will only be utilized for this purpose, now and in the future. The Site shall be platted and constructed pursuant to the City of Laredo Building and Fire Codes.

II. TERM

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (“Effective Date”) and will remain in full force and effect unless superseded by a supplemental agreement duly approved by the governing body of the City of Laredo and of Webb County.

III. INDEMNIFICATION

To the extent permitted by the laws and Constitution of the State of Texas and with the mutual understanding that the County is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from the current revenues and that no order, resolution, tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, and without expanding the County's liability beyond the statutory limits of the Texas Tort Claims Act or existing law, and without waiving the County's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, Webb County shall defend, indemnify and hold harmless the City of Laredo and all its officers, agents, employees and assigns from all suits, actions or other claims of any character brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property of whatever kind or nature sustained by any person, person or property on account of any intentional or negligent act committed by Webb County, its agents or employees arising out of the performance of the services to be rendered under this contract and Webb County shall name the City of Laredo as an additional insured on its general liability insurance.

IV. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

- Danny Valdez, Webb County Judge / 1000 Houston St. / Laredo, TX 78040
- Carlos Villarreal, City Manager of Laredo/ 1110 Houston St./ Laredo, TX 78040
- Marco Montemayor, Webb County Attorney / 1110 Washington St./ Laredo, TX 78040
- Raul Casso, City of Laredo, Attorney / 1110 Houston St. / Laredo, TX 78040

V. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Webb County, Texas.

VI. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

VIII. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding on the parties, as well as the successors and assigns of the parties hereto.

IX. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

X. AGENCY / INDEPENDENT CONTRACTOR

City and County agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. City and County are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between City and County. City and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

XI. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XII. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City and County, as the case may be. It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates written below.

CITY OF LAREDO:

By: _____
Carlos Villarreal, City Manager
As authorized by Laredo City Council in an open public meeting on _____.

ATTEST:

Gustavo Guevara, Jr.
City Secretary

APPROVED AS TO FORM:

Raul Casso
City Attorney

WEBB COUNTY:

By: _____
Danny Valdez, Webb County Judge
As authorized by Commissioner's Court in an open public meeting on _____.

ATTEST:

Margie Ibarra
County Clerk

APPROVED AS TO FORM:

Marco Montemayor
Webb County Attorney