

STATE OF TEXAS §

INTERLOCAL AGREEMENT

COUNTY OF LAREDO §

**THIS AGREEMENT** entered into on the last listed approved date below between **CITY OF LAREDO, TEXAS ("City")** and **COUNTY OF WEBB, TEXAS ("County")** 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 City of Laredo has offered to provide certain public health services to the residents of the unincorporated areas of Webb County as required by relevant state or federal grant awards; and

**WHEREAS**, the County of Webb is willing to allow the City of Laredo to provide these public health services in furtherance of the public health goals of the relevant state and federal grants for the benefit of its residents; and

**WHEREAS**, this Agreement for Interlocal cooperation between the Parties to provide public health and other services by the City for the County is necessary for the mutual advancement of the health and general welfare of the citizens of 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. HEALTH SERVICES TO BE PROVIDED**

The parties agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies awarded on a county-wide basis, the City will provide the following services for the County as required under the applicable grant provisions:

**A.** The City will provide Women, Infants and Children (WIC) Nutrition services to residents in the unincorporated areas of the County in accordance with Texas DSHS requirements. Such services may include medical health assessments, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

**B.** The City will conduct Human Immunodeficiency Virus (HIV) prevention activities and Acquired Immuno Deficiency Syndrome (AIDS) services such as: Housing Opportunities for Persons With AIDS (HOPWA), Ryan White, as well as Prevention and State Services. Such services may include health assessments, dental care, nutrition, treatment and medication support, testing, as well as housing and social services.

C. The City will provide Public Health Emergency Preparedness (PHEP) services to residents (this may include planning, training exercises, disaster management, testing and surveillance services) in the unincorporated areas of the County in accordance with Texas DSHS requirements.

D. The City will provide and Healthcare Hospital Preparedness (HPP) services to residents (this may include planning, training exercises, disaster management, testing and surveillance services) in the unincorporated areas of the County in accordance with Texas DSHS requirements.

## **II. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of the City under this Agreement are expressly contingent upon the availability of funding for each service contained herein for the initial term of the Agreement and any extensions thereto. It is agreed that the City shall not be obligated to perform any of the services above should the City cease to receive fair compensation for that service from the relevant state or federal grant(s). County understands that it has no legal right of action against City in the event the City is unable to fulfill its obligations under this Agreement for lack of funding. City agrees to give written notice to the County within 30 days of the discontinuance or termination of any applicable grant award(s), or the election by the City not to seek the renewal of grants existing on the effective date of this agreement. In any such instances, County may, at its sole discretion, provide funds from a separate source, or the parties may instead elect to terminate this Agreement. Nothing within the terms of this Agreement shall require the City or the County to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

## **III. AUTHORITY**

The place where such services are to be performed is in the unincorporated areas in the County of Webb where the City may lawfully provide public health and other services pursuant to the authority bestowed through this agreement. The parties agree that City shall at all times remain solely responsible for the organization, administration and supervision of the City of Laredo Health Department and its employees, and that the City shall have the right to establish and collect fees for health services. The fees imposed by the City for services must be the same for ALL County residents regardless if they live inside or outside of the City of Laredo corporate limits. Said revenue generated from this provision shall be considered revenue for the City and City shall include the source and amount of this revenue in its standardized report to be provided to the County pursuant to Section VII below.

## **IV. TERM**

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date") and end on August 31, 2014, but shall automatically renew annually thereafter subject to the availability of funding as provided in Section II above and willingness by the parties to continue the agreement. This Agreement shall 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 or terminated as provided under this Agreement.

## **V. LIABILITY & IMMUNITY**

City and County agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement. This Agreement is expressly made subject to City and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

## **VI. INSURANCE**

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. City/ and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

## **VII. RECORDS**

The City agrees that it will keep accurate records of all services provided as required by TDSHS and shall provide to County officials a report of such activities in standardized records format, on a regular basis, but not less than once per year. This report shall include copies of all grant applications, grant award notifications, and final contracts between the City of Laredo and public or private entities that pertain to any services provided for residents of the unincorporated areas of Webb County under this Agreement. City and County agree to provide the other, upon request, access to all program activities relevant to this contract. Both City and County agree to adhere to all applicable confidentiality and HIPPA provisions, including those relating to Human Immunodeficiency Virus (HIV) as mandated by federal and state law, as well as by TDSHS.

## **VIII. NOTICE**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice at the addresses set forth below. Such notice 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
- Marco Montemayor, Webb County Attorney / 1110 Washington St., Ste 301 / Laredo, TX 78040
- Leo Flores, Webb County Auditor / 1110 Washington St., Ste 201 / Laredo, TX 78040
- Carlos Villarreal, City Manager, 1110 Houston, Laredo, Texas 78042
- Raul Casso, City Attorney, 1110 Houston, Laredo, Texas 78042
- Dr. Hector Gonzalez, Health Director, 2600 Cedar, Laredo, Texas 78044

**IX. 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.

**X. 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.

**XI. 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.

**XII. 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.

**XIII. 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.

**XIV. COUNTERPARTS, NUMBER, GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**XV. 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.

**XVI. 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.

**XVII. SIGNATORY WARRANTY**

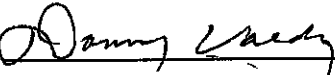
Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City and County, as the case may be. It is understood and agreed to between the parties that any portion of this Agreement providing for 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:**

**WEBB COUNTY:**

By: \_\_\_\_\_  
**Carlos Villarreal, City Manager**

By:  \_\_\_\_\_  
**Danny Valdez, Webb County Judge**


**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Gustavo Guevara, Jr.**  
**City Secretary**

\_\_\_\_\_  
**Margie Ramirez Ibarra**  
**County Clerk**

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
**Marco Montemayor**  
**Webb County Attorney**

\_\_\_\_\_  
**Kristina Laurel Hale**  
**First Assistant City Attorney**