

STATE OF TEXAS

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COUNTY OF WEBB

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**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WEBB  
AND THE CITY OF LAREDO, TEXAS FOR  
COUNTY SOLID WASTE COLLECTION SERVICES**

This Agreement is made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2017, by and between the County of Webb ("COUNTY"), the City of Laredo ("CITY"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code and certain provisions of the Texas Health & Safety Code.

**WITNESSETH:**

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, the COUNTY and CITY are local governments/political subdivisions as defined in Texas Government Code, Chapter 791 and have the authority to enter into this Agreement, and enter into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

**WHEREAS**, solid waste collection and disposal will slow the spread of disease and vectors; and

**WHEREAS**, it is to the mutual benefit of COUNTY and CITY that County provide for the collection and disposition of solid waste in areas that are within the CITY's ETJ that are not receiving such services from the CITY, and CITY will permit the County to provide mandatory solid waste collection and disposal services to these areas, in accordance with the Texas Attorney General Opinion GA 0988; February 5, 2013; and

**NOW THEREFORE**, in consideration of the terms, rights and duties contained in this Interlocal Agreement, County and City, through their respective governing bodies, agree as follows:

**1. PURPOSE**

**1.1** COUNTY and CITY desire to enter into this cooperative agreement that will permit COUNTY to provide and collect a reasonable fees for mandatory solid waste collection services in those areas of the COUNTY that are within the CITY's ETJ that do not receive such services from CITY.

**2. COUNTY DUTIES**

**2.1** COUNTY shall, by rule and/or order, require solid waste collection service in those areas of CITY's ETJ identified by the COUNTY's order and do not receive services from CITY.

**2.2** COUNTY may enter into appropriate business relationships and contracts with private solid waste disposal providers or provide solid waste disposal through County resources.

2.3 COUNTY shall bill for these services according to COUNTY's rules, regulations, and policies.

### 3. CITY DUTIES

3.1 CITY agrees COUNTY shall have the authority to require solid waste collection services in those areas of the CITY'S ETJ under the COUNTY's rules, regulations, and policies.

3.2 CITY agrees COUNTY shall further have the authority to charge, bill and collect a reasonable fee, security deposit, and/or other any other necessary fees and/or charges to cover the costs for the provision of solid waste collection services to those areas of the CITY'S ETJ under the COUNTY's rules, regulations, and policies, which COUNTY shall be solely entitled to receive.

### 4. TERM AND TERMINATION.

4.1 This Agreement shall commence on April 1, 2017 regardless of the date of execution.

4.2 Either Party may terminate this Agreement by giving the other party 60 days' written notice.

### 5. MISCELLANEOUS.

5.1 COUNTY shall bear all costs and be COUNTY shall solely be entitled to receive any and all fees, charges, late fees and/or deposits arising from this Agreement and shall not look to CITY to cover any cost related to this Agreement, and the CITY shall not be entitled to any part of the solid waste collection fees, charges, late fees and/or deposits arising from this Agreement.

5.2 This Agreement is governed by the laws of the State of Texas. Both Parties agree to abide by all applicable law in the furtherance of this Agreement. In the event of any legal action arising out of this Agreement, venue and jurisdiction shall lie in the state or federal courts situated in Webb County, Texas.

5.3 This Agreement may not be assigned by either Party in whole or in part unless specifically agreed to in writing.

5.4 In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement.

5.5 This writing constitutes the entire Agreement between the parties. This Agreement may not be amended, modified, or altered except in writing and as agreed to by both parties.

5.6 **NO WAIVER OF SOVEREIGN IMMUNITY.** Neither Party to this Agreement waives or limits its immunity from suit or liability as a governmental entity by entering into this Agreement. The Parties each expressly agree that each party is performing a governmental service by participating in this Agreement.

5.7 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations to it.

5.8 **INDEPENDENT CONTRACTORS.** CITY and COUNTY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement.

Neither CITY nor COUNTY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

## 6. NOTICES

### 6.1 Notice to Webb County:

Webb County Judge Tano Tijerina  
Webb County Courthouse  
1000 Houston (3rd Floor)  
Laredo, Texas, 78040

Leroy Medford, Executive Administrator  
Webb County Courthouse  
1000 Houston (2nd Floor)  
Laredo, Texas, 78040

### 6.2 Notice to City of Laredo:

City Secretary: Acting City Secretary Heberto L. "Beto" Ramirez  
1110 Houston St.  
Laredo, Texas 78042

City Manager, Jesus Olivares  
1110 Houston St.  
Laredo, Texas, 78042.

## 7. ANNEXATION

- 7.1** The Parties agree that this Agreement in the event that any portion of the currently existing ETJ is annexed into the City Limits of the City of Laredo, by the City Council of the City of Laredo, then in that event, the CITY shall provide COUNTY, written notice of such annexation of the area(s) into the city limits of the CITY, together with a map indicating the area and addresses to be annexed into the city limits of the City of Laredo. The parties hereby further agree to exclude such newly annexed areas from the provisions and requirements of this agreement commencing on the effective date of the annexation of the area into the limits of the CITY. Upon the effective date of the CITY'S annexation of the area formerly comprising the ETJ into the city limits of the City of Laredo, CITY shall henceforth provide for the collection of fees for solid waste disposal services to the area, and the COUNTY shall no longer provide these services to the newly annexed area(s).

## 8. CANCELLATION

- 8.1** The Parties agree that this Agreement may be cancelled by either party by providing not less than Sixty (60) days prior written notice to the other party in accordance with the notice provisions set forth herein above in Section 6.

## 9. COUNTERPARTS

- 9.1** The Parties agree that this Agreement may be executed in any number of counterparts and that each such counterpart shall be deemed an original for all purposes.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the date noted.

**APPROVED AS TO CONTENT:**

Passed and approved by the Webb County Commissioner's Court on this \_\_\_\_ day of \_\_\_\_\_, 2017.

**THE COUNTY OF WEBB**

\_\_\_\_\_  
Hon. Tano E. Tijerina  
Webb County Judge

**ATTEST:**

\_\_\_\_\_  
Hon. Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM ONLY FOR COUNTY:**

\_\_\_\_\_  
Hon. Marco Montemayor  
Webb County Attorney\*

\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**CITY OF LAREDO**

PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

**APPROVED:**

\_\_\_\_\_  
Pete Saenz, Mayor

**ATTEST:**

\_\_\_\_\_  
Heberto L. Ramirez, Acting City Secretary

**APPROVED AS TO FORM:**

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Kristina Laurel Hale, Acting City Attorney