

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAREDO AND WEBB COUNTY PURUSANT TO THE AUTHORITY OF CHAPTER 791 TEXAS GOVT CODE INTERLOCAL COOEPRATION ACT.

**IIINTERLOCAL AGREEMENT BETWEEN CITY OF LAREDO AND WEBB COUNTY**

**Food Establishment Inspection for certain Webb County Community Centers**

WHEREAS, since November 20, 1989, by City Ordinance No. 89-0-207 the Health Department of the City of Laredo was formally established to provide comprehensive public health protection, prevention and intervention and disease control; and

WHEREAS, the Commissioners Court of Webb County and the City Council of the City of Laredo agreed to act jointly to continue a responsive, efficient and comprehensive system for delivery of public health services to the residents of Webb County and of the City of Laredo; and

WHEREAS, the City and the County recognize the importance of a cooperative agreement to provide public health services to better serve the public health needs of both City and County area residents and for the betterment of the quality of life; and

WHEREAS, due to the current state of emergency, precipitated by the COVID-19 pandemic, there is a need to distribute food from Webb County Community Center sites; and

WHEREAS, the City of Laredo and the County of Webb wish to reenter into a contract as authorized under the Interlocal Cooperation Act (Chapter 791 Texas Government Code), in order that the Health Department of the City of Laredo may continue to provide the herein described services to promote public health for the residents of Webb County residing outside the city limits of the City of Laredo and other incorporated areas.

Now, therefore, the parties do agree as follows:

1. The City of Laredo is solely responsible for the organization, administration and supervision of the City of Laredo Health Department and its employees.
2. The City Manager of the City of Laredo and the County Judge of Webb County are the individuals responsible for the performance of the terms of this agreement.
3. Since the creation of the City of Laredo Health Department, the City has notified the State that it will continue and has continued to provide public health services to all the residents of Webb County, including residents of all incorporated cities, as required by relevant State grants.
4. The County of Webb shall provide funds in the amount of \$100.00 per food establishment inspection for the hereinafter specified public health services for the fiscal year beginning September 1, 2020 and ending August 31, 2021, to the City of Laredo in consideration for the services to be performed by the City of Laredo under this agreement.

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5. In consideration of the foregoing, the City of Laredo will provide public health services for the residents of Webb County outside the city limits of Laredo or other incorporated city:
  1. Food Establishment Inspection for the following community centers:
    - a. Rio Bravo Community Center – 1600 Orquidia Lane, Rio Bravo, TX
    - b. El Cenizo Community Center – 3519 Cecilia Lane, Rio Bravo, TX
    - c. Santa Teresita Community Center – 15015 US HWY 59
    - d. Fred & Anita Bruni Community Center – 452 W. Ranch Penitas

Food Establishment Inspections to the aforementioned community centers will be conducted prior to them becoming food distribution locations for the South Texas Food Bank and USDA Child & Adult Care Food Program.
6. The City of Laredo will comply with all federal and state requirements.
7. This agreement shall be from September 1, 2020 through August 31, 2021.
8. The City agrees to allow the County Auditor to review the Health Department’s service records, to assure that the City is in compliance with this agreement.
9. Any additional cost associated with additional services to be performed shall be the sole obligation of the party incurring them.
10. Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

TO THE COUNTY:  
Webb County Judge  
Webb County Courthouse  
3rd Floor  
1000 Houston  
Laredo, Texas 78040

TO THE CITY:

City Manager	copy to:	City Attorney
City Hall		1110 Houston St.
1110 Houston		Laredo, Texas 78040
Laredo, Texas 78040		

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11. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
12. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
13. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
14. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
15. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.
16. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
17. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
18. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.
19. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
20. No rights created. This Agreement is not intended to and does not create any rights or interest in persons not a party hereto.
21. Immunity. Neither County or City waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

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22. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

This Interlocal Agreement was signed by the Webb County Judge under his emergency authority and ratified by the Commissioners Court of Webb County on the 14th day of September, 2020, and by the City Council of the City of Laredo, on the 8<sup>th</sup> day of September, 2020.

CITY OF LAREDO  
A Texas municipal corporation.

WEBB COUNTY  
A political subdivision of the  
State of Texas

\_\_\_\_\_  
Robert A. Eads  
City Manager

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

ATTEST:

\_\_\_\_\_  
Jose A. Valdez, Jr.  
City Secretary

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristina Laurel Hale  
Acting City Attorney

\_\_\_\_\_  
Nathan R. Bratton  
General Counsel  
Civil Legal Division

\*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).