

Commissioners Court Meeting

Meeting Date: 08/26/2019

Interlocal Agreement-Texas Parks and Wildlife

Submitted for: Ramon Villafranca

Department: Civil Legal Division

Subject:

Discussion and possible action to enter into a two (2) year (September 1, 2019, through August 31, 2021) Interlocal Agreement between The Texas Parks and Wildlife Department and Webb County to house patrol boats and equipment at the Lake Casa Blanca Storage Facility at a monthly cost of One Hundred Dollars (\$100.00) and a total cost of Two Thousand Four Hundred Dollars (\$2,400.00) over the term of the agreement and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. **[Requested by Ramon A. Villafranca, Jr., Civil Legal Division]**

Background:

N/A

Previous Court Action:

Fiscal Impact

Budget

Account N/A

Number:

Funding N/A

Source:

Balance: N/A

Financial Impact:

N/A

Attachments

Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND
THE WEBB COUNTY OF TEXAS**

This Interlocal Agreement ("Agreement") is made and entered into by and between the Texas Parks and Wildlife Department ("TPWD"), and Webb County ("County") collectively referred to as the "Parties."

RECITALS:

WHEREAS, the County owns and operates the Lake Casa Blanca storage facility, located at 5201 Bob Bullock Loop, Laredo, Texas 78041; and

WHEREAS, a portion of said storage facility includes an unused 1,250 square foot storage bay ("Facility"); and

WHEREAS, TPWD desires to store patrol boats and equipment at the Facility and the County agrees to provide the storage space to TPWD; and

WHEREAS, Chapter 791, Texas Government Code authorizes agreements between agencies and entities of the state and local entities related to governmental functions,

NOW, THEREFORE, in consideration of all of the foregoing, the parties hereby agree as follows:

I. Purpose

The purpose of this Agreement is to specify the terms and conditions under which TPWD may use the County's Facility.

II. Responsibilities of the Parties

- A. The County agrees to allow TPWD to use the Facility to store patrol boats and equipment. As rental for the use of Facility, it is mutually agreed upon by both parties that TPWD covenants and agrees to pay County **the sum of \$100.00 (one hundred dollars) a month**. Payments made in advance at beginning of each month. The County will make available to TPWD access to the County's storage facility. TPWD staff will be provided access to the Facility at all times.
- B. TPWD shall use the Facility for its lawful purpose and for no other purpose. TPWD personnel shall observe Facility rules and all applicable state and local law at all times while using the Facility.
- C. During the term of this Agreement, TPWD will keep and maintain the Facility in good repair and shall not commit any voluntary or permissive waste. At the end of the term of this Agreement, TPWD shall deliver the Facility to the County in the same condition and state as existed at the commencement of

the Agreement term, allowance being made for reasonable wear and tear and such alterations as are authorized herein. TPWD shall promptly repair and/or replace any damage to the Facility in excess of normal wear and tear and will replace or repair all fixtures and improvements that are damaged or in a state of disrepair because of TPWD's possession and use of the Facility.

- D. The County shall not be responsible for any damage due to vandalism, burglary, collision, or any other act committed by a third party or any natural disaster or occurrence, to any property owned by TPWD.
- E. To the extent permitted by law and without waiving sovereign immunity, each Party is responsible for any and all liabilities and costs that arise as a result of the actions of their respective employees.
- F. The County will pay for all water and electricity use metered and billed to the Facility.
- G. TPWD's right to use of the Facility is expressly subject and subordinate to the right of the County to construct, install, maintain, operate, or renew any public utilities facilities, franchised public utilities, or streets or park facilities in the immediate vicinity of the Facility. Nothing in this Agreement shall be construed to limit in any way the power of the County to use, alter, or improve the Facility pursuant to official action by the County's Board of Directors. This Agreement does not obligate the County to provide a suitable substitute facility if the Facility is not available for the TPWD's use.

III. Term, Termination

- A. This Agreement shall remain in full force for an initial term of two (2) years from date of last signature. The Agreement may be renewed up to three (3) additional one (1) year terms provided both parties agree in writing prior to the then current term's expiration. Renewal shall be in accordance with the original terms and conditions plus any changes made by mutual parties' written agreement.
- B. Amendments to this Agreement may be proposed by any party and shall become effective upon approval by all parties in writing.
- C. This Agreement may be terminated upon convenience and without penalty by either party upon at least 30-days written notice to the other party.

IV. Special Provisions

- A. Funding. Any endeavor involving reimbursement or contribution of funds between parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Any expenditure of resources must be from current revenues available to the paying party. This Agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to TPWD.

- B. Modification. This Agreement may not be altered, amended, or modified except in writing and approved by the parties.
- C. No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agency for or the partner of any other party.
- D. Dispute Resolution. Any disputes arising from this Agreement shall be resolved using Chapter 2260 of the Texas Government Code, if applicable.
- E. Attorney's Fees. If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorneys' fees and costs.
- F. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the matters covered by this Agreement, and no other Agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.
- G. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.
- H. Contacts. Principal contacts for the parties are as provided in this section. Notices or requests for assistance under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, email or fax sent to the parties at the contract addresses designated herein. Notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the parties for all purposes shall be:

Texas Parks and Wildlife Department:

Jennifer O'Leary
4200 Smith School Road
Austin, Texas 78744
Phone: 512-389-8586
Fax: 512-389-4677
Email: jennifer.oleary@tpwd.texas.gov

Webb County:

Tano E. Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040
Phone: (956) 523-4600
Email: cvaldez@webbcountytexas.gov

WHEREFORE, premises considered, this Interlocal Agreement is executed to be effective the date of the last party to sign.

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: _____
JENNIFER O'LEARY, CTCD, CTCM
Contract Specialist

Date: _____

WEBB COUNTY

By: _____
Tano E. Tijerina
Webb County Judge

Date: _____

ATTESTED:

By: _____
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

By: _____
Ramon A. Villafranca, Jr.
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division'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).

*Passed and approved by the Webb County Commissioners
Court On August 26, 2019; item no. _____.*