

**Interlocal Agreement Between
The Laredo College
and
Webb County, Texas**

This Agreement is made on the _____ day of _____, 2020, by and between Laredo College, a political subdivision of the State of Texas, hereafter referred to as "the College", acting through its Board Members, and Webb County, Texas, hereafter referred to as "Webb County", a political subdivision of the State of Texas, acting through its Commissioner's Court.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use by Webb County of the College's facilities, namely the Martinez Fine Arts Center, for the official empanelment and selection of petit jurors officially summoned under the currently approved Webb County Jury Plan, for the Webb County Judicial Courts, and for such other and further acts of cooperation of the parties may subsequently agree to by the execution of a separate and specific agreement approved by the governing bodies of each contracting party, specially the Board of Members of the College and the Commissioner's Court of Webb County; and

WHEREAS, Webb County is required to comply with the Texas Health and Human Services protocols regarding the Covid-19 pandemic, which are based on Governor Greg Abbott's Executive Orders; and

WHEREAS, the State District Courts are obligated to provide all the judicial courts of the County with a jury plan, approved by Webb County, which empanels citizens of the county into qualified jury panels in order to move forward with the selection of petit jurors at its central jury room located on the second floor of the Justice Center, 1110 Victoria, Laredo, Texas; and

WHEREAS, the judicial courts of Webb County, due to the Covid-19 Pandemic, cannot empanel and select jurors using the central jury room without complying with social distancing requirements in place for Texas residents as per Governor Abbott's Executive Order , and

NOW THEREFORE, in consideration of the above premises, College and Webb County mutually agree to the following terms and conditions:

AGREEMENT

1 The College Responsibilities. The College will:

1.01 Allow Webb County access to and use of the Martinez Fine Arts Center located at West End Washington St., Laredo, TX 78040 to conduct official jury qualification of those individual properly summoned under the current approved jury plan and conduct the petit jury selection by Webb County Judicial Courts, according to the approved plan, on the jury selection days scheduled and agreed to pursuant to this agreement;

2 Webb County Responsibility. Webb County will:

- 2.01 Provide clerical support during the empaneling and petit juror selection process.
 - 2.02 Provide security at the Martinez Fine Arts Center to maintain order and properly process potential jurors through the empanelment and petit juror selection process
 - 2.03 Provide School District with a schedule of normal jury trial dates for its judicial courts and special jury panels with at least two (2)months' written notice.
 - 2.04 Establish covid-19 safety protocols for potential jurors appearing for jury duty during the empanelment and petit juror selection, which includes but are not limited to, temperature checks, use of hand sanitizers, and other safety protocols as recommended by office of Court Administration.
- 3 Compliance with Law.
 - 3.01 The College and Webb County shall comply with all laws, rules, and regulations applicable to performance of the Agreement.
- 4 Priority of Use of Martinez Fine Arts Center.
 - 4.01 The College and Webb County agree that use of the Martinez Fine Arts Center (“Facilities”) for jury empanelment and petit juror selection can only take place when the College is not using said Facilities. Webb County will check with the College for availability of said Facilities on those dates Webb County wishes to use said Facilities.
- 5 Damage to Facility.
 - 5.01 Webb County shall not allow any damage to be committed on any portion of the Facility and shall deliver the Facility to College after each use in as good condition as existed at the commencement of use, ordinary wear and tear and damage by casualty excepted. The cost and expense of repairs necessary to restore the condition of the Facility shall be borne by Webb.
- 6 Termination of Agreement.
 - 6.01 Either Webb County or the College may terminate this Agreement at any time and for any reason by giving the other party thirty (30) days written notice of its decision to terminate the Agreement.
- 7 Relationship of the Parties.
 - 7.01 The College and Webb County intend that Webb County is performing services specified in this Agreement and shall have control of its work, and the manner in which it is performed. Neither Webb County, its agents, employees, volunteer or any other person operating under this Agreement shall be considered an agent or employee of the College and shall not be entitled to benefits that the College provides to its employees.
- 8 Immunity or Defense.
 - 8.01 It is expressly understood and agreed that, in execution of this Agreement, neither the College nor the County waives, or shall be deemed to have waived, any immunity or defense that would be otherwise available to it against claims arising in the exercise of its governmental power and functions.
- 9 Notices.

9.01 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in 9.02 or 9.03 for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 9.02 or 9.03.

9.02 Address to the College. The address of the College for all purposes under this Agreement shall be:

Dr. Ricardo Solis (or his successor)
President
Laredo College West End Washington St.
Laredo, Texas 78040

9.03 Address to Webb County. The address of Webb County for all purposes under this Agreement and for all notices shall be:

Hon. Judge Tano E. Tijerina (or his successor)
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

With a copy to:

Hon. Joe Lopez
Judge
49th District Court
1110 Victoria St., Suite 304
Laredo, Texas 78040

9.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in address in accordance with the provisions of 9.01.

10 Entire Agreement.

10.01 All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of the Agreement have been reduced to writing and are contained in this Agreement.

11 Severability.

11.01 If any portion of the Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

12 Assignability.

12.01 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by the College and Webb County that no officer, agency, employee or representative of the College or Webb County has any authority to grant such assignment unless expressly granted that authority by the Board of Trustees and Commissioner's Court, respectively.

13 Interpretational Guidelines.

13.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either the College or Webb County has declared a holiday for its employees, these days shall be omitted from the computation.

13.02 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless context in the Agreement clearly requires otherwise.

13.03 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

14 Legal Authority.

14.01 The College Signors. The person or persons signing this Agreement on behalf of The College, or representing themselves as signing this Agreement on behalf of The College, do hereby warrant and guarantee that the Board Members for the College has approved this agreement and authorized the Board Member representative to sign this Agreement on behalf of the Board of Trustees and to bind the College validly and legally to all terms, performances, and provisions in this Agreement.

14.02 Webb County Signors. The person or persons signing this Agreement on behalf of Webb County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that the Commissioner's Court for Webb County has approved this Agreement and authorized the County's representative to bind Webb County validly and legally to all terms, performances, and provisions in this Agreement.

15 No rights created.

15.01 Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

16 Law of Texas.

16.01 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.

17 Amendment.

17.01 No changes to this Agreement shall be made except upon written agreement of both parties.

18 Date.

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

WEBB COUNTY

LAREDO COLLEGE

Hon. Tano E. Tijerina
Webb County Judge

Signed this ___ day of _____, 2020.

Dr. Ricardo Solis
President

Signed this ___ day of _____, 2020.

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk