

**INTERLOCAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF LAREDO
AND THE COUNTY OF WEBB**

This Interlocal Agreement ("Agreement") is entered into effective _____, 2020, between the HOUSING AUTHORITY OF THE CITY OF LAREDO (the "Local Authority" or "LHA") and THE COUNTY OF WEBB (the "County"). For purposes of this Agreement, the Local Authority and the County will be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Housing Authority of the City of Laredo is a public corporation organized pursuant to Texas Local Government Code §§ 392.001 *et seq.*, with its principal place of business located at 2000 San Francisco Avenue, Laredo, Webb County, Texas that operates as a public housing authority with related non-profit corporate instrumentalities; and

WHEREAS, the County of Webb is organized pursuant to Texas Local Government Code §§ _____ *et seq.*, with its principal place of business located at 1000 Houston Street, Laredo, Webb County, Texas; and

WHEREAS, the Local Authority and the County desire to enter into an agreement pertaining to the distribution between the two entities of funds for payment in lieu of taxes ("PILOT"); and

WHEREAS, the County seeks, as a valid County public purpose, the services of LHA to assist the County's citizens by providing affordable housing, including development, acquisition, and construction, BiblioTech digital library services and similar projects serving low-to-moderate income families, and/or other related services by LHA for the County and its community; and

WHEREAS, LHA additionally finds and declares that LHA's provision of affordable housing, including development, acquisition, and construction, BiblioTech digital library services, and similar projects serving low-to-moderate income families, and/or other related services for the community served by the County serves a valid LHA public purpose as it also serves the interests of LHA and its residents; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties agree as follows:

1. **Recitals.** The Parties acknowledge that the "WHEREAS" clauses in the preceding paragraphs are true and correct, and are incorporated herein as material parts of this Agreement.

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2. **Prior Agreements.** This Agreement supersedes and replaces any prior PILOT Agreements to the extent they purport to pertain to, control or affect the County's rights to receive, or actual receipt of, PILOT monies.
3. **Local Authority Responsibilities.** The Local Authority shall use the PILOT funds, either directly or through one of the Local Authority's non-profit instrumentalities, to provide affordable housing, including development, acquisition, and construction, BiblioTech digital library services and similar projects serving low-to-moderate income families, and/or other related services by LHA for the County and its community.
4. **Tax Exempt Properties and Payment In lieu of Taxes**
 - (a) Under the constitution and statutes of the State of Texas all property owned by the Local Authority is exempt from all real and personal property taxes and special assessments levied or imposed by any taxing body.
 - (b) **Payment and use of PILOT funds.** For all PILOT funds that have accrued from 2009 to May 31, 2020 being \$371,933.10 the Local Authority shall use PILOT funds only as described as follows:
[TO BE DETERMINED BY WEBB COUNTY COMMISSIONERS COURT]
5. **The County's Responsibilities.** The County, without cost or charge to the Local Authority or the tenants of any Local Authority Project (other than the Payment In Lieu of Taxes), shall continue to support the services described in the recitals, and the County cannot look financially to the Local Authority beyond the PILOT payments.
6. **No Other Cooperation Agreement.** No interlocal or other agreement related to PILOT payments heretofore entered into between the County and the Local Authority shall be construed to apply.
7. **No Financial Interest in Project.** No member of the governing body of the County or any other public official of the County may exercise any responsibility for functions with respect to any property of the Local Authority during such person's tenure or for one year thereafter. If any such governing body member or such other public official of the County involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, such member or official shall immediately disclose such interest to the Local Authority.
8. **Termination.** Either party may terminate this agreement upon giving the other party thirty (30) days advance written notice of intention to terminate.

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9. **Jurisdiction.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced solely in Webb County, Texas.
10. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery, or by facsimile transmission addressed to the respective party at the address set forth below the signature of the party.
11. **Immunity.** The County and LHA do not waive or relinquish any immunity or defense on behalf of themselves, including their trustees, commissioners, officers, employees, attorneys, and agents as a result of the execution of this Agreement and performance of any of the functions and obligations described herein.
12. **Miscellaneous.** So long as PILOT payments are made to the County, this Agreement shall not be abrogated, changed, or modified without the consent of the Parties.
13. **Selective Enforcement.** The Parties agree that the failure of either Party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver of the rights, conditions, terms, or provisions or any other right, condition, term, or provision of this Agreement, and the same shall continue in full force and effect.
14. **Severability.** The Parties agree that if any provision of this Agreement is found to be illegal, invalid, or unenforceable, it will not affect the legality, validity, or enforceability of the remaining provisions and all remaining provisions shall be enforced and enforceable to the fullest extent permitted by law.
15. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF: the County and the Local Authority have respectively signed this Agreement and attested as of the day and year first above written.

THE COUNTY OF WEBB

By: _____
Tano E. Tijerina, County Judge,
Commissioners Court

ATTEST:

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By: _____
Margie Ramirez Ibarra, County Clerk,

**HOUSING AUTHORITY OF THE CITY OF
LAREDO**

By: _____

Jose L. Ceballos, Chairman
Board of Commissioners

ATTEST:

By: _____
Alma Mata,
Executive Director

Draft subject to revision