

STATE OF TEXAS                    )  
   )  
   )  
   )  
   )  
   )  
 COUNTY OF EL PASO            )

**INTERLOCAL AGREEMENT BETWEEN  
 THE TORNILLO ISD AND THE COUNTY  
 OF EL PASO REGARDING COYOTE PARK  
 IMPROVEMENTS**

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Tornillo Independent School District, ("TISD"), and the County of El Paso, Texas ("County").

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**, such a consolidated effort in the improvement of facilities and services at Coyote Park playgrounds and baseball park, (hereafter collectively referred to as the "Park Areas") all located within the bounds of the Tornillo Independent School District, Texas, are in the best interest of the public and each party, and this Agreement will increase the effective and efficient functioning of each party; and

**Whereas**, the County and TISD are political subdivisions and local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**Whereas**, the County and TISD specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**Whereas**, the County and TISD recognize that outdoor recreational facilities are important to their citizens' physical and mental well being, and help provide opportunities for families to engage in healthy outdoor activities together; and

**Whereas**, the TISD and the County desire to improve the Park Areas and make them more attractive and available to not only TISD students but also their families for healthy weekend and after-hours activities; and

**Whereas**, combining the resources of the County and TISD will result in more effective and efficient functioning of each party and will increase outdoor recreational opportunities for residents living within the Tornillo area;

**Now therefore**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

I. Duties of TISD. TISD will:

- A. At its sole cost and expense provide year-round maintenance and security of said Park Areas including maintenance of all County provided equipment;
- B. Manage and operate said Park Areas, including but not limited to the scheduling of children's organized sports;
- C. Design, construct, operate, and maintain said Park Areas' landscaping and irrigation systems;
- D. Install all grass or grass seed purchased by the County for the Park Areas and softball field, once an irrigation system has been installed.
- E. Pay for all electric, gas, and water utilities relating to operation and maintenance of the Park Areas;
- F. Shall maintain and operate the Park Areas as public park facilities open to the residents of the County pursuant to the terms of this Agreement for a period of not less than twenty (20) years from the date of execution shown above.
- G. After installation, shall have possession and title to all park equipment. Provided however that in the event TISD fails to properly maintain the equipment, County and TISD shall, at the County's discretion, either reimburse the County for the full purchase price of the equipment or allow for the County to remove the fixtures and equipment provided by the County in conjunction with this Agreement.

II. Duties of the County. The County will:

- A. Provide a general design for the 12 acre park; purchase and install the listed playground equipment, canopies, basketball equipment, pay for materials to construct a walking path, basketball courts, softball field and picnic structures at the locations shown on Attachment A, attached to and incorporated into this document for all purposes. Costs shown are estimated costs only. The County's total expenditures shall not exceed the total amounts shown.
- B. The County will also assist TISD with the purchase of grass for the park area and softball field. The County shall purchase sufficient grass seed which, in the County's sole discretion, will provide an adequate initial ground cover. Based on budgetary constrains, the County may, in its sole discretion, assist with the installation of the grass seed or pre-cut grass sod.

III. Liability.

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. TISD and the County shall each bear any Liability or risk of loss for claims arising from any acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. The County specifically does not and will not warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment or materials installed, conveyed, or used under this Agreement. Each party reserves and retains its sovereign immunity and governmental immunity allowed by law and under the common law. Nothing in this Agreement constitutes a waiver of any immunity from litigation and liability by either TISD or the County.

IV Term and Termination.

This Agreement shall become effective upon its date of execution by the parties and shall remain in effect until September 30, 2029. Notwithstanding the foregoing, TISD shall have the right to terminate this Agreement at any time during the term hereof if the property is needed for the expansion or construction of educational facilities by TISD giving not less than 180 days written notice to the County. In the event TISD terminates this Agreement within ten years of execution, the County at its discretion shall have the option to remove the fixture and equipment and related appurtenances installed in conjunction with this Agreement for use or disposal elsewhere at the County's discretion. In the event County opts to recover the fixtures, TISD shall allow the County adequate opportunity for access, removal and transport of the fixtures and appurtenances.

V. Notice.

Any notice authorized or required to be given shall be made to the parties at the following addresses:

The County:                      County Judge  
   County of El Paso  
   500 E. San Antonio,  
   Suite 301 El Paso,  
   Texas 79901

TISD:                                Superintendent  
   Tornillo Independent School District  
   P.O. Box 170  
   Tornillo, Texas 79853

Miscellaneous.

A.        This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.

- B. This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.
- C. This Agreement may not be assigned by either party in whole or in part.
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Signature page for the  
Tornillo Independent School District and the County of El Paso, Texas.

**TORNILLO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Joe Tittle, Board of Trustees, President

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_

\_\_\_\_\_

(signatures continue on the following page)

Signature page for the  
County of El Paso, Texas.

**COUNTY OF EL PASO**

\_\_\_\_\_  
County Judge Anthony Cobos

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Erich A. Morales  
Assistant County Attorney

**RESOLUTION**

A RESOLUTION by the County of El Paso, Texas acting by and through its governing body the El Paso County Commissioners Court ("Commissioners") authorizing the execution of an Interlocal Agreement with the Tornillo Independent School District acting by and through its governing bodies the Board of Directors for improved facilities and services at Coyote Park, all located within the Tornillo Independent School District, El Paso County, Texas, and approving said project.

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, Commissioners find that the approval of said project and said Agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by Commissioners and made a part for all purposes.
2. Commissioners approve of the described project and authorize a contract to be entered into with Tornillo Independent School District the purpose of facilitating this project in substantially the form which is attached hereto and made a part of this Resolution.

ADOPTED AND APPROVED ON \_\_\_\_\_ DAY OF OCTOBER, 2009.

\_\_\_\_\_  
COUNTY ATTORNEY ANTHONY COBOS

**EQUIPMENT LIST AND COSTS FOR  
COYOTE PARK IMPROVEMENTS**

<b><u>EQUIPMENT</u></b>	<b><u>ESTIMATED COSTS</u></b>
• Swings	\$12,500.00
• Play Structure	\$73,817.87
• Walk Trail	\$100,000.00
• Basketball Court Labor/concrete	\$45,000.00
• 4 shelters	\$35,000.00
• Redo softball	\$30,000.00
• Bleachers	\$15,000.00
• Site prep	\$25,000.00
• Grass	\$100,000.00
• Skateboard Park	\$64,898.00
• Lighting	<u>\$20,000.00</u>
 APPROXIMATE TOTAL:	 \$521,215.17
15% Contingency Fee	<u>\$78,182.27</u>
 <b>TOTAL ESTIMATE</b>	 <b>\$599,397.44*</b>

**\*County's total expenditures shall not exceed the above  
total estimated costs.**



Attachment A



agreed as follows:

I. Duties of the Recipients:

- A. At their sole cost and expense provide year-round maintenance and security of said Park Areas including maintenance of all County provided equipment;
- B. Manage and operate said Park Areas, including but not limited to the scheduling of children's organized sports;
- C. Design, construct, operate, and maintain said Park Areas' landscaping and irrigation systems;
- D. Provide year-round security;
- E. Pay for all electric, gas, and water utilities relating to operation and maintenance of the Park Areas;
- F. Maintain and operate the Park Areas as public park facilities open to the residents of the County pursuant to the terms of this Agreement for a period of not less than twenty years from the date of execution shown above.
- G. In the event the Recipients fail to properly maintain or manage the Park Areas and related facilities, the Recipients shall, no more than 90 days from the date of demand by the County, reimburse the County of El Paso the full original cost for the improvements and equipment at the amount(s) shown in the attached cost sheets.

II. Duties of the County. The County will:

- A. Purchase and install the listed playground equipment and canopies at the locations shown on Attachment A, attached to and incorporated into this document for all purposes. Costs shown are estimated costs only. The County's total expenditures shall not exceed the total amounts shown.

III. Liability.

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. Fabens Independent School District, the El Paso County Water Control and Improvement District No. 4 and the County shall each bear any liability or risk of loss for claims arising from any acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. The County specifically does not and will not

warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment installed, conveyed, or used under this Agreement. Each party reserves and retains its sovereign immunity and governmental immunity allowed by law and under the common law. Nothing in this Agreement constitutes a waiver of any immunity from litigation and liability by either the Fisd, and the Water District or the County.

IV. Term and Termination.

This Agreement shall become effective upon its date of execution by the parties and shall remain in effect until November 30, 2029. In the event the Recipients fail to properly maintain the Park Areas or County provided equipment, upon 90-day demand by the County, the Recipients shall reimburse the County the full original price of purchase of the County provided equipment.

V. Notice.

Any notice authorized or required to be given hereunder shall be made to the parties at the following addresses:

The County:                    County Judge  
   County of El Paso  
   500 E. San Antonio,  
   Suite 301  
   El Paso, Texas  
   79901

El Paso County:            E.P.C.W. & I.D. #4  
Water Control            P.O. Box 3880  
And Improvement        Fabens, Texas 79838  
District No. 4

Fabens Independent        Fabens Independent School District  
School District            821 NE "G" Avenue  
   Fabens, Texas 79838

VI. Miscellaneous.

- A.        This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.
- B.        This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.

- C. This Agreement may not be assigned by either party in whole or in part
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Signature page for the  
El Paso County Water Improvement District No. 4,  
Interlocal Agreement between Fabens Independent School District,  
El Paso County Water Control and Improvement District No.4  
and the County of El Paso, Texas.

**FABENS INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Sylvia Gonzales, Board of Trustees, President

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_

\_\_\_\_\_

(signatures continue on the following page)

Signature page for the  
El Paso County Water Improvement District No. 4,  
Interlocal Agreement between Fabens Independent School District,  
El Paso County Water Control and Improvement District No.4  
and the County of El Paso, Texas

**COUNTY OF EL PASO**

\_\_\_\_\_  
County Judge Anthony Cobos

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Assistant County Attorney  
Erich A. Morales

(signatures continue on the following page)

Signature page for the  
El Paso County Water Improvement District No. 4,  
Interlocal Agreement between Fabens Independent School District,  
El Paso County Water Control and Improvement District No.4  
and the County of El Paso, Texas.

**El Paso County Water Control and Improvement District No. 4**

\_\_\_\_\_  
Mario Aguirre, Board of Director, President

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_

\_\_\_\_\_

(signatures continue on the following page)



**RESOLUTION**

A RESOLUTION by the County of El Paso, Texas acting by and through its governing body the El Paso County Commissioners Court ("Commissioners"), authorizing the execution of an Interlocal Agreement with the Fabens Independent School District, and El Paso County Water Control and Improvement District #4 acting by and through their respective governing bodies, for improved facilities and services at O'Donnell Park, all located within the bounds of the Fabens Independent School District, the El Paso County Water Control and Improvement District #4 and the County of El Paso, Texas, and approving said project.

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, Commissioners find that the approval of said project and said Agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by Commissioners and made a part hereof for all purposes.
2. Commissioners approve of the project described above and authorize a contract to be entered into with the Fabens Independent School District and the El Paso County Water Improvement District #4 for the purpose of facilitating this project in substantially the form which is attached hereto and made a part of this Resolution.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
COUNTY JUDGE ANTHONY COBOS

**EQUIPMENT LIST AND COSTS FOR  
O'DONNELL PARK IMPROVEMENTS**

<b><u>EQUIPMENT</u></b>	<b><u>ESTIMATED COSTS</u></b>
• Play Structure	\$73,817.87
• Swings	\$12,500.00
• 8 shelters	\$70,000.00
• Lighting	\$20,000.00
APPROXIMATE TOTAL:	\$176,317.87
15% Contingency Fee	<u>\$26,447.68</u>
<b>TOTAL ESTIMATE</b>	<b>\$202,765.55*</b>

**\*County's total expenditures shall not exceed the above total estimated costs.**

Attachment A

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )  
 )  
 )  
 )

**INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF EL PASO, TEXAS AND  
THE TOWN OF CLINT RELATING TO  
PARK IMPROVEMENTS**

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Town of Clint, Texas, hereinafter called "Clint", and the County of El Paso, Texas, hereinafter called the "County" for improvements to the "Park Areas."

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**, such a consolidated effort in the improvement of park facilities and services within the Town of Clint ("Park Areas") located within the Town of Clint Texas, are in the best interest of the public and each party, and this Agreement will increase the effective and efficient functioning of each party; and

**Whereas**, the County, and Clint are political subdivisions and local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its respective governing body in the appropriate manner prescribed by law; and

**Whereas**, the County, and Clint specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**Whereas**, the County, and Clint recognize that outdoor recreational facilities are important to their citizens' physical and mental well being, and help provide opportunities for families to engage in healthy outdoor activities together; and

**Whereas**, the Clint, and the County desire to improve the Park Areas and make them more attractive and available to not only the Clint citizens, but also to families who reside outside the City, for healthy weekend and after-hours activities; and

**Whereas**, combining the resources of the County, and Clint will result in more effective and efficient functioning of each party and will increase outdoor recreational opportunities for residents living within the Clint;

**Now therefore**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

I. Duties of Clint. Clint will:

- A. At its sole cost and expense provide year-round maintenance and security of said Park Areas including maintenance and up keep of any County provided equipment;
- B. Manage and operate said Park Areas, including but not limited to the scheduling of children's organized sports;
- C. Design, construct, operate, and maintain said Park Areas' landscaping and irrigation systems;
- D. Provide year-round security;
- E. Pay for all electric, gas, and water utilities relating to operation and maintenance of the Park Areas;
- F. Maintain the and operate the Park Areas as public park facilities open to the residents of the County pursuant to the terms of this Agreement for a period of not less than twenty years from the date of execution shown above.
- G. Upon installation of the playground equipment, the Clint shall accept transfer of title of the equipment to the City and the City shall accept all responsibility for use and maintenance of the equipment. In the event the Clint fails to properly maintain or manage the Park Areas and related facilities, the City shall, no more than 90 days from the date of demand by the County, reimburse the County of El Paso the full original cost for the improvements and equipment at the amount(s) shown in the attached cost sheets.

II. Duties of the County. The County will:

- A. Purchase and install the listed playground equipment and improvements at the locations shown on Attachment A, attached to and incorporated into this document for all purposes. Costs shown are estimated costs only. The County's total expenditures shall not exceed the total amounts shown.

III. Liability.

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The Clint and the County shall each bear any liability or risk of loss for claims arising from any acts or omissions of their respective employees and

agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. The County specifically will not and does not warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment installed, conveyed, or used under this Agreement. Each party reserves and retains its sovereign immunity and governmental immunity allowed by law and under the common law. Nothing in this Agreement constitutes a waiver of any immunity from litigation and liability by either Clint or the County.

IV. Term and Termination.

This Agreement shall become effective upon its date of execution by the parties and shall remain in effect until November 30, 2029. In the event County opts to recover the fixtures, the Clint shall allow the County adequate opportunity for access, removal and transport of the fixtures and appurtenances.

V. Notice.

Any notice authorized or required to be given hereunder shall be made to the parties at the following addresses:

The County:                   County Judge  
                                      County of El Paso  
                                      500 E. San Antonio,  
                                      Suite 301  
                                      El Paso, Texas  
                                      79901

Clint:                           City of Clint  
                                      Attn: Mayor Dale T. Reinhardt  
                                      200 N. San Elizario  
                                      Clint, Texas 79836

VI. Miscellaneous.

- A.       This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.
- B.       This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.

- C. This Agreement may not be assigned by either party in whole or in part.
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Signature page for the Town of Clint, Interlocal Agreement between  
Clint, Texas and the County of El Paso, Texas.

**CLINT**

\_\_\_\_\_  
Dale T. Reinhardt, Mayor

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_

\_\_\_\_\_

(signatures continue on the following page)



Signature page for the County of El Paso, Interlocal Agreement between  
the Clint and the County of El Paso, Texas.

**COUNTY OF EL PASO**

\_\_\_\_\_  
County Judge Anthony Cobos

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Erich A. Morales  
Assistant County Attorney

**RESOLUTION**

A RESOLUTION by the County of El Paso, Texas acting by and through its governing body the El Paso County Commissioners Court ("Commissioners") authorizing the execution of an Interlocal Agreement with the Town of Clint, Texas acting by and through its governing body the City Council ("Clint") for improved facilities and services at the "Park Areas", located within Clint, Texas, and approving said project.

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, Commissioners find that the approval of said project and said Agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by Commissioners and made a part hereof for all purposes.
2. Commissioners approve of the project described above and authorize a contract to be entered into with Clint the purpose of facilitating this project in substantially the form which is attached hereto and made a part of this Resolution.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
COUNTY JUDGE ANTHONY COBOS

**EQUIPMENT LIST AND COSTS FOR  
CLINT, TEXAS PARK IMPROVEMENTS**

<b><u>EQUIPMENT</u></b>	<b><u>ESTIMATED COSTS</u></b>
• Swings	\$12,500.00
• Play Structure	\$73,817.87
• Walk Trail	\$100,000.00
• Basketball Court	\$45,000.00 [labor and concrete]
• 4 shelters	\$35,000.00
• Redo Softball	\$30,000.00
• Bleachers	\$15,000.00
• Site prep.	\$25,000.00
• Grass	\$100,000.00
• Skateboard Park	\$64,898.00
• Lighting	\$20,000.00
APPROXIMATE TOTAL:	\$521,215.17
15% Contingency Fee	<u>\$78,182.27</u>
<b>TOTAL ESTIMATE</b>	<b>\$599,397.44*</b>

**\*County's total expenditures shall not exceed the above total estimated costs.**

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT**

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Socorro, hereinafter called "City of Socorro", and the County of El Paso, Texas, hereinafter called the "County" for improvements to Bonito Park.

**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**, such a consolidated effort in the improvement of facilities and services within the City of Socorro, specifically in Bonito Park (hereafter referred to as "Park Areas") located within the City of Socorro Texas, are in the best interest of the public and each party, and this Agreement will increase the effective and efficient functioning of each party; and

**Whereas**, the County, and City of Socorro are political subdivisions and local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its respective governing body in the appropriate manner prescribed by law; and

**Whereas**, the County, and City of Socorro specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**Whereas**, the County, and City of Socorro recognize that outdoor recreational facilities are important to their citizens' physical and mental well being, and help provide opportunities for families to engage in healthy outdoor activities together; and

**Whereas**, the City of Socorro, and the County desire to improve the Park Areas and make them more attractive and available to not only the City of Socorro citizens, but also to families who reside outside the City, for healthy weekend and after-hours activities; and

**Whereas**, combining the resources of the County, and City of Socorro will result in more effective and efficient functioning of each party and will increase outdoor recreational opportunities for residents living within the City of Socorro;

**Now therefore**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

- I. Duties of City of Socorro. City of Socorro will:
- A. At its sole cost and expense provide year-round maintenance and security of said Park Areas including maintenance and up keep of ant County provide equipment;
  - B. Manage and operate said Park Areas, including but not limited to the scheduling of children's organized sports;
  - C. Design, construct, operate, and maintain said Park Areas' landscaping and irrigation systems;
  - D. Provide year-round security;
  - E. To the extent practicable and not prohibited by law, provide priority and cost-free use of the Park Areas to the County residents where such use does not interfere with scheduled activities or maintenance or upkeep
  - F. Pay for all electric, gas, and water utilities relating to operation and maintenance of the Park Areas;
  - G. Maintain the and operate the Park Areas as public facilities pursuant to the terms of this Agreement for a period of not less than twenty years from the date of execution shown above.
  - H. Upon installation of the playground equipment, the City of Socorro shall accept transfer of title of the equipment to the City and the City shall accept all responsibility for use and maintenance of the equipment. In the event the City of Socorro fails to properly maintain or manage the Park Areas and related facilities, the City shall, no more than 90 days from the date of demand by the County, reimburse the County of El Paso the full original cost for the improvements and equipment at the amount(s) shown in the attached cost sheets.

II. Duties of the County. The County will:

- A. Purchase and install the listed playground equipment and canopies at the locations shown on Attachment A, attached to and incorporated into this document for all purposes. Costs shown are estimated costs only. The County's total expenditures shall not exceed the total amounts shown.

III. Liability.

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The City of Socorro and the County shall each bear any liability or risk of loss for claims arising from any acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers,

agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. The County specifically will not and does not warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment installed, conveyed, or used under this Agreement. Each party reserves and retains its sovereign immunity and governmental immunity allowed by law and under the common law. Nothing in this Agreement constitutes a waiver of any immunity from litigation and liability by either City of Socorro or the County.

IV. Term and Termination.

This Agreement shall become effective upon its date of execution by the parties and shall remain in effect until November 30, 2029. In the event County opts to recover the fixtures, the City of Socorro shall allow the County adequate opportunity for access, removal and transport of the fixtures and appurtenances.

V. No appropriation.

Both City of Socorro and the County are political subdivisions of the State of Texas, and as such adopt their respective budgets according to State law for a period of one year. The program(s) which each of the parties may be conducting on the premises may also be subject to contingent funding from other sources. Each party shall make a reasonable and good faith effort to budget and allocate the funds necessary to fulfill their respective duties and obligations pursuant to this Agreement. In the event that sufficient funds are not included in the next annual budget or funds are cut off from other sources, or fiscal emergency, each party may terminate this Lease (without penalty or further payment) by giving written notice to the other party, effective immediately or on the final date of the then-current fiscal year.

VI. Notice.

Any notice authorized or required to be given hereunder shall be made to the parties at the following addresses:

The County:                    County Judge  
   County of El Paso  
   500 E. San Antonio,  
   Suite 301  
   El Paso, Texas  
   79901

City of Socorro:            City of Socorro  
   Attn: Mayor Trini Lopez  
   124 S. Horizon Blvd.  
   Socorro, Texas 79927

V. Miscellaneous.

- A. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.
- B. This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.
- C. This Agreement may not be assigned by either party in whole or in part.
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

Signature page for the City of Socorro, Interlocal Agreement between  
the City of Socorro and the County of El Paso, Texas.

**CITY OF SOCORRO**

\_\_\_\_\_  
Trini Lopez, Mayor

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_

\_\_\_\_\_

(signatures continue on the following page)



Signature page for the County of El Paso, Interlocal Agreement between  
the City of Socorro and the County of El Paso, Texas.

**COUNTY OF EL PASO**

\_\_\_\_\_  
County Judge Anthony Cobos

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Erich A. Morales  
Assistant County Attorney

**RESOLUTION**

A RESOLUTION by the County of El Paso, Texas acting by and through its governing body the El Paso County Commissioners Court ("Commissioners") authorizing the execution of an Interlocal Agreement with the City of Socorro acting by and through its governing body the City Council ("City of Socorro") for improved facilities and services at Bonito Park, located within the City of Socorro, Texas, and approving said project.

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, Commissioners find that the approval of said project and said Agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by Commissioners and made a part hereof for all purposes.
2. Commissioners approve of the project described above and authorize a contract to be entered into with City of Socorro the purpose of facilitating this project in substantially the form which is attached hereto and made a part of this Resolution.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
COUNTY JUDGE ANTHONY COBOS

**EQUIPMENT LIST AND COSTS FOR  
BONITO PARK IMPROVEMENTS**

<b><u>EQUIPMENT</u></b>	<b><u>ESTIMATED COSTS</u></b>
• Play Structure	\$73,817.87
• Swings	\$12,500.00
• 4 shelters	\$35,000.00
• Walk Rail	\$100,000.00
• Lighting	\$20,000.00
APPROXIMATE TOTAL:	\$241,317.87
15% Contingency Fee	<u>\$36,197.68</u>
<b>TOTAL ESTIMATE</b>	<b>\$277,515.55*</b>

**\*County's total expenditures shall not exceed the above total estimated costs.**