

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF EL PASO TEXAS
AND THE VILLAGE OF VINTON TEXAS
RELATING TO PARK IMPROVEMENTS IN THE VILLAGE OF VINTON**

COUNTY OF EL PASO
STATE OF TEXAS

This Agreement is entered into on the ___ day of _____, 2011, by and between the Village of Vinton, Texas, a political subdivision of the State of Texas and for purposes of this Agreement called "Vinton", and the County of El Paso, Texas, a political subdivision of the State of Texas, and for purposes of this Agreement called the "County", for improvements to a public park to be developed within Vinton (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 ("Park Areas") located within the Village of Vinton, Texas, is in the best interest of the public, the Village of Vinton, and the County of El Paso, and this Agreement will increase the effectiveness, and efficient functioning of each party to this Agreement; and

Whereas, the County, and Vinton 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 Vinton 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 Vinton 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 County and Vinton desire to improve the Park Areas for healthy weekend and after-hours activities and make them more attractive and available to the residents of Vinton, as well as to families who reside proximate to the Village; and

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

Whereas, on July 13, 2009; November 30, 2010; and February 9, 2011 the County Commissioners Court voted to allocate funds for the purposes stated within this Agreement;

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. Rights and Duties of Vinton. Vinton will:
 - A. At its sole cost and expense, purchase the land to be used for the park Areas, which shall be no less than two and one-half (2.5) acres in size and located within the corporate limits of the Village of Vinton, Texas;
 - B. At its sole cost and expense, design the layout of the park and location of playground equipment, benches, irrigation systems, electrical systems, install playground and other equipment, install landscaping, perform grading, leveling, and any and all other actions necessary to effectuate the design and proper creation of the Park Areas;
 - C. At its sole cost and expense provide year-round maintenance and security of said Park Areas including proper maintenance, repair, and upkeep of any County provided equipment;
 - D. Manage and operate said Park Areas, including but not limited to the scheduling of organized sports;
 - E. Design, construct, operate, and properly maintain said Park Areas' landscaping and irrigation systems;
 - 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 park facilities open to the residents of the County pursuant to the terms of this Agreement for a period of twenty-five years from the date of execution shown above.
 - H. Vinton shall accept all responsibility for use and maintenance of the equipment purchased for the Park Areas. The County shall

maintain title to the equipment installed pursuant to this Agreement. Title shall remain with the County for a period of twenty years ending on December 31, 2032. The equipment purchased pursuant to this Agreement shall be depreciated over a period of twenty years on a straight line basis measured from January 1, 2012. Any time during the twenty year period, the Village may purchase the County's interest in the equipment by paying to the County an amount equal to the depreciated value of the equipment using the above-described method of straight-line depreciation. On December 31, 2032, if the County has not previously conveyed interest in the equipment to the County and if the Village has fulfilled all of its obligation pursuant to this Agreement, the County's interest in the referenced equipment will transfer to the Village of Vinton, its assigns, and successors in interest, and the Village agrees to accept title and to assume any and all obligations relative to the possession, ownership, and use of the equipment without further action by either the Village or the County. In the event Vinton fails to properly maintain or manage the Park Areas and related facilities, Vinton shall, no more than 90 days from the date of demand by the County, reimburse the County of El Paso the an amount equal to the depreciated value of the equipment using the above-described method of straight-line depreciation.

- I. Vinton agrees to use the funds it receives from the County under this Agreement only for eligible costs and projects covered by this Agreement and the County Bond Funds. It is the intent of the parties that the funds allocated by this Agreement shall only be utilized for the purposes and in the manner specified in this Agreement and consistent with the requirements of the Bond Fund covenants. In the event, it is determined that the Village has utilized the funds allocated under this Agreement for purposes or in a manner other than those specifically authorized by and in conformity with this Agreement and/or the Bond Fund covenants, the Village shall immediately rectify the conditions violating this Agreement or the Bond Fund covenants. In the event, the Village fails to rectify the breach within 90 days of such breach then the Village shall reimburse the County all funds determined to have been utilized in violation of this Agreement.

II. Duties of the County. The County will:

- A. The Parties agree that the County shall allocate from its accounts funds in an amount not to exceed Three Hundred Fifty Nine Thousand Three Hundred Sixty Three Dollars and No Cents

(\$359,363.00) from the County's Bond Proceed accounts CPVINTONPK07 and CPTAXCAP07A.

- B. Purchase and have delivered in coordination with the Village the listed playground equipment shown on Attachment A, attached to and incorporated into this document for all purposes. The County and the Village shall coordinate to the extent possible, delivery of the of the equipment so that delivery and installation will occur in coordination with the development of the Park Areas, provided that the Village shall complete all Park Area improvements no later than September 14, 2012. Costs shown are estimated costs only. The County's total expenditures and obligations pursuant to this Agreement shall not exceed Three Hundred Fifty Nine Thousand Three Hundred Sixty Three Dollars and No Cents (\$359,363.00).

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 Village 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 Vinton 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 December 31, 2032. In the event County exercises its option to recover the playground equipment as described in this Agreement, Vinton 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

Vinton: Mayor
Village of Vinton
436 E. Vinton Road,
Vinton, Texas 79821

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.
- E. The Village and the County have had the opportunity and have consulted with their own counsel regarding this Agreement. As such, each party assumes equal responsibility for the drafting, application, and enforcement of this Agreement without regard to which part may or may not have been drafted by a particular party.

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

Village of Vinton

Madeleine Praino, Mayor

APPROVED this ____ day of _____, 2011.

ATTEST:

City Clerk

APPROVED AS TO FORM:

Shane English
Village Attorney

(Signatures continue on the following page)

Signature page for the County of El Paso, Interlocal Agreement between
the Village of Vinton and the County of El Paso, Texas

COUNTY OF EL PASO

County Judge Veronica Escobar

APPROVED this ____ day of _____, 2011.

APPROVED AS TO FORM:

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 Village of Vinton, Texas acting by and through its governing body the City Council ("Vinton") for improved facilities and services at the "Park Areas", located within Vinton, 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 an inter-local contract to be entered into with the Village of Vinton, Texas the purpose of facilitating this project, in substantially the form which is attached to this Resolution and is made a part of this Resolution.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2011.

COUNTY JUDGE VERONICA ESCOBAR