

Ordinance No. 1992-8

An Ordinance approving a Joint Use Agreement between the City of Ingleside On The Bay, Texas and the County of San Patricio, and instructing the Mayor to sign said agreement.

WHEREAS, San Patricio County and the City of Ingleside On The Bay, desire to cooperate in the maintenance and reconstruction of roads, streets, drainage systems, and traffic control signage within the Corporate limits of the City, and

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Tex. Rev. Civ. Stat. Ann. Art. 4413 (32 C) (Vernon 1976), the County of San Patricio and the City of Ingleside On The Bay, Texas enter into this Joint Use Agreement by mutual consent and may terminate the agreement for reasonable cause by either the County or the City upon written notice, now

THEREFORE; Be It Ordained:

That the City Council of the City of Ingleside On The Bay, after careful study and consideration, hereby approve the Joint Use Agreement as presented in writing by the County of San Patricio, and instruct the Mayor to enter into the Joint Use Agreement by signing said document, and

WHEREBY, after being signed by the City of Ingleside On The Bay and San Patricio County, the Joint Use Agreement, shall become effective.

Passed and Approved this 7<sup>th</sup> day of April, 1992.

Signed:

*Alfred Robles*

Mayor

Attested:

*Duquesa Harrover*

City Secretary



Posted April 10, 1992 thru April 22, 1992

1. Bahia Marina Restaurant - inside/outside
2. City Triangle Park
3. The Lady Belle Restaurant

INTERLOCAL AGREEMENT

STATE OF TEXAS:

COUNTY OF SAN PATRICIO:

San Patricio County, herein after called "County", and the City of Ingleside on the Bay, herein after called "City" desire to cooperate in the maintenance and reconstruction of roads, streets, drainage systems, and traffic control signage within the Corporate limits of the City.

This Agreement is entered into by mutual consent of the City and the County pursuant to the Texas Interlocal Cooperation Act, TEX. REV. CIV. STAT. ANN. ART. 4413 (32C)(Vernon 1976) and may be terminated for reasonable cause by either the County or the City 15 days after receipt of certified written notice.

The City agrees to compensate the County for governmental functions or services, excluding emergency assistance, in connection with the above listed activities at the hourly rates for equipment listed as follows, and if the activities do not interfere with normal precinct work schedules

Road maintainer	\$40.00
Water truck	25.00
Roller/compactor	15.00
Backhoe	35.00
Gradall excavator	40.00
5 ft. Mower	15.00
15 ft. Mower	25.00
5 yd. Dump truck	15.00
15 yd. Dump truck	25.00
Patch crew	50.00
Herbicide spray	15.00
Misc. activities/Pick up	10.00
Precinct employees	10.00
Road matls., culverts, signs	County cost

The City agrees to pay the County within ninety (90) days of written notice to the City and the County may take any corrective actions reasonable or necessary to effect said conditions and terms, for which the City shall bear all costs.

The City agrees to save, protect, defend, and hold harmless the County from any and all suits, claims, or causes of action which may arise out of or in any manner be connected with operation of recreation or development programs or the negligence of City employees, agents, or servants, to the extent provided by law; provided, however, that this indemnity Agreement does not cover or include:

- a. any liability or obligation to third parties based on any contract to which the City is not a party; and
- b. any tort claim or liability for which the City would not be liable if the same were asserted directly against the City.

The County agrees to save, defend, protect, and hold harmless the City from any and all suits, claims, cause of actions, or public liability which may arise out of County operations or programs, to the extent provided by law; provided, however, that this indemnity Agreement does not cover or include:

- a. any liability or obligation of third parties based on any contract to which the County is not a party; and
- b. any tort claim or liability for which the County would not be liable if the same were asserted directly against the County.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which any be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to the Agreements not otherwise existing at law.

This Agreement shall become effective upon approval by City Ordinance and Commissioners Court Order and when it has been signed by both parties.

Signed and Agreed by and between the County and City on this 30 day of March, 1992.

ATTEST:

Lois Miley  
COUNTY CLERK

COUNTY OF SAN PATRICIO

Jacqueline Miller  
COUNTY JUDGE

APPROVED AS TO FORM:

David Aker  
COUNTY ATTORNEY

ATTEST:

Virginia Hoagrite

CITY OF INGLESIDE ON THE BAY

Alfred Robles  
MAYOR

APPROVED AS TO FORM:

Hal Lange  
CITY ATTORNEY