

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO       )

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **TOWN OF HORIZON CITY, TEXAS** (“Town of Horizon City”) and the **TOWN OF CLINT, TEXAS** (“Town of Clint”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

**RECITALS**

**WHEREAS**, the Town of Horizon City and the Town of Clint are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

**WHEREAS**, the Town of Horizon has a Code Enforcement Department which provides mosquito control services to the Town of Horizon; and

**WHEREAS**, this Agreement for interlocal cooperation for the Town of Horizon City to provide mosquito control services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned.

**FOR THESE REASONS**, and in consideration of the mutual promises contained in this Agreement, the Town of Horizon City and the Town of Clint mutually agree as follows:

1. **SCOPE OF SERVICES.**

- 1.1 The Town of Horizon City will perform the following mosquito control services by and through its Code Enforcement Department under the terms and conditions hereinafter stated, and the Town of Clint hereby accepts and agrees to the following terms and conditions:

The Town of Horizon City will provide larviciding and fogging services (“mosquito control services”). Services will be provided on a weekly basis.

- 1.2 Nothing within the terms of this Agreement will require the Town of Horizon City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

- 1.3 The Town of Horizon City agrees that it will keep accurate records of all services provided to the Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the Town of Horizon City will not be required to furnish copies of any reports that are maintained on the Town of Horizon City's website and available to the Town of Clint from the website.
- 1.4 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of mosquito control services for which the Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the Town of Horizon City shall not be obligated to provide those services.
2. **LOCATION OF PERFORMANCE.** The place where services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the Town of Clint may lawfully provide mosquito control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Clint).
3. **TIMES OF PERFORMANCE.** The Town of Horizon City will commence the provision of its services on May 1, 2024, and will terminate on Oct. 31, 2024, regardless of the date of execution of this Agreement.
- 3.1 In the event of an mosquito control emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, mosquito control services from the Town of Horizon City after Oct. 31, 2024, and prior to the signing of any subsequent Interlocal for mosquito control services between the Parties to this Agreement, the required services shall be provided by the Town of Horizon City to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for Town of Horizon City said services at said rate within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services.
4. **COMPENSATION.**
- 4.1 The Town of Clint agrees to pay the amount not to exceed THIRTY TWO THOUSAND SIX HUNDRED FIFTEEN and 56/100 DOLLARS

(\$32,615.56) for services rendered in accordance with this Agreement, excluding the services described in Section 3.1. Payments shall be made within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services. The payment described in this Section 4.1 does not include the services described in Section 3.1. The Rate Schedule attached hereto as Appendix A identifies the total cost of services offered by the Town of Horizon City to the Town of Clint pursuant to this Agreement.

5. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the Town of Horizon City, Attn: Accounts Receivable, 14999 Darrington Road, Horizon City, Texas 79928.

6. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the Town of Horizon City, El Paso County, State of Texas, and the Town of Clint, El Paso County, State of Texas shall be governed by the laws of the State of Texas. Venue shall be in the Town of Clint, El Paso County, Texas.

6.1 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the Town of Horizon City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

6.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the Town of Horizon City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the Town of Horizon City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.3 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE

OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY’S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish, and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

6.4 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

7. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by the Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

TOWN OF HORIZON CITY:      Town of Horizon City  
Attn: Mayor  
14999 Darrington Road  
Horizon, Texas 79928

TOWN OF CLINT:              Town of Clint  
Attn: Mayor  
200 N. San Elizario Road  
Clint, Texas 79836

All payments by the Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, the Town of Clint shall have no future obligation to pay or perform any future services related herein to the Town of Horizon for the

Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the Town of Horizon shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the Town of Horizon City of such case and either Party may choose to terminate the Agreement subject to this Section 7. In the event that the Town of Clint notifies the Town of Horizon City that the Town of Clint is experiencing a funding unavailability related to this Agreement, the Town of Horizon City shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the Town of Horizon City must adhere.

8. **INDEPENDENT CONTRACTORS.** The Town of Horizon City and the Town of Clint are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the Town of Horizon City nor the Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

9. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

10. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated after the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

*(Signature pages follow)*

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

Signature page for the Town of Clint, Interlocal Agreement between the Town of Horizon City and the Town of Clint.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF CLINT**

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk, Town of  
Clint

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Sylvia B. Firth  
Town Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Signatures continue on the following page)*

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

Signature page for the Town of Horizon City, Interlocal Agreement between the  
Town of Horizon City and the Town of Clint.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF HORIZON CITY**

\_\_\_\_\_  
Andres Renteria  
Mayor

**ATTEST:**

\_\_\_\_\_  
Elvia Schuller  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sylvia B. Firth  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Michelle Garcia, AICP  
Planning Director

**APPENDIX A**  
**FEE SCHEDULE**



Service	Hours	Hourly/Daily Rate	Number of Days/Hours	Weekly Rate	Total for 27 weeks
Larvaciding Mileage	22 travel miles + 10 larvaciding miles @ \$0.67 per week	\$ 0.67	1 day	\$ 21.44	\$ 578.88
Fogging Mileage OVT	22 travel miles + 20 fogging miles @ \$0.67 per week	\$ 0.67	1 day	\$ 28.14	\$ 759.78
Equipment Maintenance	\$250	\$ 0.12	12 hours	\$ 1.44	\$ 38.94
Chemicals*	see below	*	*	\$ 676.13	\$ 18,255.51
Larvaciding Labor	6 hours per week	\$ 21.50	6 hours	\$ 129.03	\$ 3,483.78
Fogging Labor	6 hours OVT per week	\$ 32.26	6 hours	\$ 193.54	\$ 5,225.67
Recordkeeping	1 hour per week	\$ 21.50	1 hour	\$ 17.52	\$ 473.04
Program Management	2 hours per week	\$ 40.90	2 hours	\$ 81.81	\$ 2,208.83
FICA/Medicare	Earnings at Rate	7.65%			\$ 871.44
TMRS	Earnings at Rate	5.60%			\$ 637.91
Certification Renewal & Maintenance	\$250	\$ 0.12	14 hours	\$ 1.68	\$ 45.43
Tool & Safety Equipment	\$200	\$ 0.10	14 hours	\$ 1.35	\$ 36.35
		<b>Totals:</b>	\$ 117.98	\$ 1,152.08	\$ 32,615.56

Chemicals\*

Larvaciding granuals per lb	covers 2 acres	\$14.75	8	\$118.00
Larvaciding oil per gallon	covers 1 acre	\$26.75	2	\$53.50
Fogging Chemical per gallon	covers all 20 miles (approximately) of roadways within city limits	\$72.09	7	\$504.63
				\$676.13 weekly
				\$18,255.51 27 weeks