

THE STATE OF TEXAS
COUNTY OF WEBB

§ INTERLOCAL AGREEMENT
§ BETWEEN WEBB COUNTY AND
§ ZAPATA COUNTY RELATING TO
§ EQUIPMENT LOAN/TRANSFER

This Interlocal Agreement (the "Agreement") is entered into by and between **ZAPATA COUNTY** ("Zapata County"), for the Zapata County Sheriff, and **WEBB COUNTY** ("Webb County") acting on behalf of the Webb County District Attorney. Zapata County and Webb County are collectively referred to herein as "Parties" and separately as "Party."

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Section 791.00, *et. seq.*, of the Texas Government Code authorizes local governments and political subdivisions, including the Parties, to contract with one another to perform their governmental functions; and

WHEREAS, Webb County seeks to enter into an agreement to loan twenty-one (21) "TASER AXON 10 – HANDLE –YELLOW CLASS 3R" (the "Equipment") to Zapata County for a term of six (6) months which is set to commence on the date this agreement is fully executed.

WHEREAS, Webb County will transfer ownership of the Equipment to Zapata County when this agreement expires, six (6) months after the date it is fully executed; and

WHEREAS, Zapata County and Webb County have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

SECTION I
TERM

1.1 The initial term of this Agreement shall be six (6) months from the date this Agreement is fully executed.

1.2 Upon expiration of this agreement ownership of the twenty-one (21) "TASER AXON 10 – HANDLE –YELLOW CLASS 3R" shall, without further action or notice be transferred to the Zapata County Sheriff's Department along with any warranties and/or maintenance agreements.

1.3 The Zapata County Sheriff covenants and agrees to use the equipment for law enforcement purposes only and to maintain the equipment for its remaining lifetime. Once the equipment is no longer operable the Zapata County Sheriff shall properly decommission, disable and dispose of the equipment and advise the Webb- Zapata District Attorney of the disposal of the equipment.

SECTION II CONTRACTURAL RELATIONSHIP

2.1 The parties to this Agreement are governmental entities that are entering into this Agreement pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the parties. No other legal relationship is intended to be created by this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

SECTION III RISK ALLOCATION-LIMITATION OF LIABILITY-INSURANCE

3.1 Liability.

This Agreement is not intended to alter or reallocate and defense or immunity authorized or available to either party by law.

3.2 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 shall be liable to the other Party (nor to any person claiming rights derived from such Party's rights) for incidental, consequential, special, punitive mental anguish and emotional distress - as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither Party hereto shall be liable to the other Party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided and maintained by the other Party regardless of whether the Party receiving said information from the other Party was advised, had other reason to know, or in fact knew thereof.

3.3 Intentional Risk Allocation.

The Parties each acknowledge 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.

3.4 No Indemnification.

The parties expressly agree that, except as provided therein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

3.5 Fines and Penalties.

Each Party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state, or federal regulations, codes or laws occurred as a result of that parties actions, except as may be specifically provided by law.

SECTION IV GOVERNMENTAL FUNCTION AND IMMUNITY

4.1 Governmental Function.

The parties expressly agree that, in all things relating to this Agreement, Webb County enters into this Agreement for the purposes of performing a governmental function and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

4.2 Sovereign Immunity.

The City and Webb County reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

SECTION V GENERAL PROVISIONS

5.1 Compliance with Laws.

The Parties shall comply with all applicable local, state, and federal laws in performance of their obligations under this Agreement.

5.2 Complete Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the terms and conditions of the Agreement. The Parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party thereto.

5.3 Amendment/Assignment.

This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner, unless done so in writing and signed by the authorized representatives of the parties.

5.4 Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions federal law, the City Charter and/or any ordinance of the City.

5.5 Venue.

The Parties hereto agree that this Agreement shall be enforceable in Webb County, Texas and if legal action is necessary to enforce it, exclusive venue shall lie in Webb County, Texas. Should the need for dispute resolution arise, venue is in Webb County, Texas.

5.6 Severability.

All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

5.7 Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

5.8 Notices.

All notices provided under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

Zapata County: Zapata County Sheriff
 200 E. 7th Ave., Ste. 415
 Zapata, TX 78076

Webb County: Isidro Alaniz
 District Attorney Webb-Zapata
 1110 Victoria Street, Suite 401
 Laredo, Texas 78040

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Either Party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other party in the manner set forth herein.

5.10 Representation of Counsel; Mutual Negotiation.

Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and

participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

5.11 Execution and Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts when making such proof.

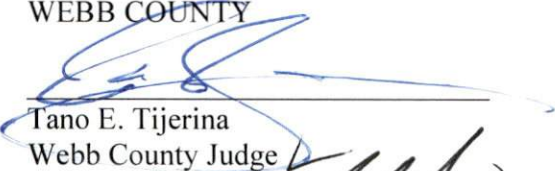
5.12 Recitals.

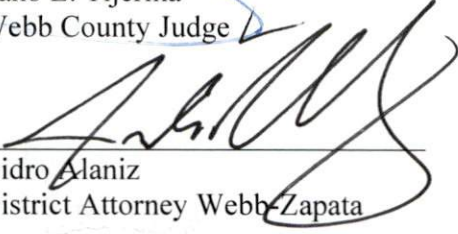
The Recitals expressed in this Agreement are incorporated and made part of this Agreement.

EXECUTED this 29th day of April 2025.

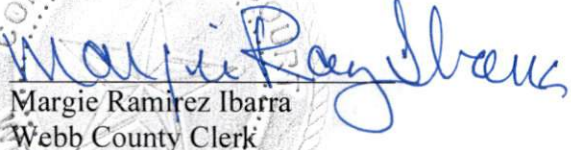
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WEBB COUNTY

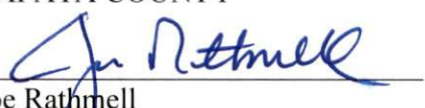

Tano E. Tijerina
Webb County Judge

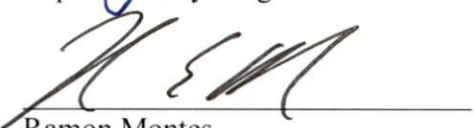

Isidro Alaniz
District Attorney Webb-Zapata

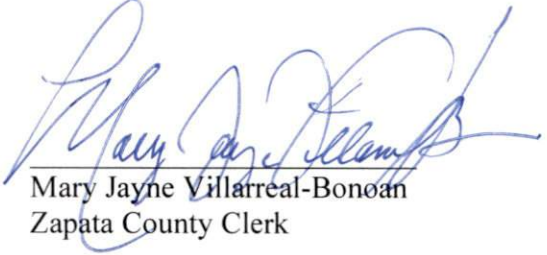
ATTEST:



Margie Ramirez Ibarra
Webb County Clerk

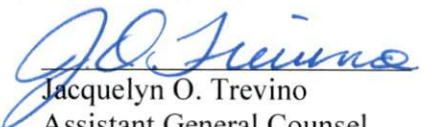
ZAPATA COUNTY


Joe Rathmell
Zapata County Judge


Ramon Montes
Sheriff


Mary Jayne Villarreal-Bonoan
Zapata County Clerk

APPROVED AS TO FORM:


Jacquelyn O. Trevino
Assistant General Counsel

Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).