

CITY OF LAREDO AND LAREDO CENTER FOR URBAN AGRICULTURE AND
SUSTAINABILITY

SERVICES AGREEMENT

This Agreement for Horticultural Services (herein known as “**The Agreement**”) is made and entered into by and between the City of Laredo, Texas, a home-rule Texas Municipal Corporation ("the City"), and the Laredo Center for Urban Agriculture and Sustainability ("Contractor"), a local government corporation located at P.O. Box 452270, Laredo, TX 78045 (collectively, “the Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the City agree as follows:

1. Scope of Services. The Contractor shall act as a consultant for the City of Laredo Parks and Recreation Department for the purpose of accomplishing the following goals:

- A. **Creating and promoting an urban food system for the City of Laredo;**
- B. **Offering educational programs for farmers, growers, gardeners, and consumers to learn; and participate in the development of local and regional food systems;**
- C. **Developing community-supported agriculture;**
- D. **Cultivating water, soil, and air sustainability opportunities;**
- E. **Providing a city-wide food security plan; and**
- F. **Aiding in creating policies and incentives for the local food industry.**

2. Commencement and Completion of Services. The Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. The Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement.

3. Term. This Agreement shall be for a term (“the Initial Term”) beginning on the Effective Date entered below and ending THREE (3) years from the Effective Date, or until funding is exhausted, whichever occurs first.

4. Compensation. In consideration for the Services performed by the Contractor, the City agrees to pay the Contractor \$45,000 for each year of the contract term (up to \$135,000 for the entire contract), subject to funding availability.

5. Confidentiality and Ownership of Documents. The Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by the Contractor.

6. Insurance. At its own expense, the Contractor shall procure general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. The Contractor shall provide the City with written notice of any coverage limit change on the insurance. The Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

7. **INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY THE CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days' written notice to the other Party.

9. Non-Discrimination. The Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race,

color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

10. Independent Contractor. The Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. The Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws, and requirements.

11. No Third-Party Benefit. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Webb County, Texas.

13. Severability. If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the City Code of the City, then and in that event, it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

14. Notices. All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the care of the City, to:

City of Laredo Attention: Jose Valdez, City Secretary
1110 Houston St.
Laredo, Texas 78040

In the care of the Contractor, to:

Laredo Center for Urban Agriculture and Sustainability Attention: Federico Elizondo
P.O. Box 452270
Laredo, Texas 78045

15. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements, and understandings, either oral or written, between the parties with respect to the subject matter hereof.

16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

17. Assignability. Parties hereby agree that Contractor may not assign, convey, or transfer its interest, rights, and duties in this Agreement without the prior written consent of the City.

18. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the _____ day of _____, 2024 (“the Effective Date”).

SIGNED, accepted, and agreed to this ____ day of _____ 2024, by the undersigned parties, executed in duplicate by authorized representatives.

“THE CITY”: THE CITY OF LAREDO

**“CONTRACTOR”: LAREDO CENTER
FOR URBAN AGRICULTURE AND
SUSTAINABILITY**

By: _____
Joseph Neeb
City Manager

By: _____
Federico Elizondo
Secretary for LCUAS

Date: _____

Date: _____

APPROVED AS TO FORM

ATTESTED:

By: _____
Joaquin A. Rodriguez
Assistant City Attorney

By: _____
Jose A. Valdez, Jr.
City Secretary

Date: _____

Date: _____