

**INTERLOCAL AGREEMENT
BETWEEN
TEXAS DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF LAREDO, TEXAS**

THIS LICENSE AGREEMENT (“License”), is made and entered into by the City of Laredo (“Licensor”), whose interest in the property hereinafter described is that of fee simple owner, and the Texas Department of Transportation (“TXDOT”), (“Licensee”):

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

WITNESSETH: The parties hereto covenant and agree as follows:

WHEREAS, Licensee seeks to license certain real property that is owned by Licensor in Webb County, State of Texas;

WHEREAS, Licensor is willing to license said property to Licensee;

WHEREAS, the sole purpose of this license is mount sensors at specified locations on the four international bridges to monitor commercial and private traffic; and

WHEREAS, historically, there has been a lack of reliable border crossing data which has prevented stakeholders from making informed decisions for cross-border infrastructure development, planning, operations, and staffing; and

WHEREAS, TXDOT seeks to implement its Border Wait Time Measurement System (“BWTMS”) using the City’s four international bridges to measure the flow of commercial and private traffic at Texas land ports of entry; and

WHEREAS, TXDOT will provide the City of Laredo’s appointed contacts access to the beta version of the Border Wait Time Measurement System, enabling the City to use the system and offer feedback to TXDOT to allow for future improvement to the system. Feedback to be sent to specific TXDOT team members.

NOW THEREFORE, for and in consideration of mutual covenants and agreements set forth in this License, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Site.** Licensor is the fee simple owner of the property that is the subject of this License (“Sites”). The Sites are commonly known as the four international bridges enlisted below under the care and control of the City of Laredo. The Sites are more specifically highlighted on the map labeled “EXHIBIT A,” which is attached hereto and incorporated herein by reference.

- a. Colombia Bridge (Laredo, TX – Colombia, NL)
 - b. World Trade Bridge (Laredo, TX – Nuevo Laredo, TS)
 - c. Gateway to the Americas Bridge (Laredo, TX – Nuevo Laredo, TS)
 - d. Juarez-Lincoln Bridge (Laredo, TX – Nuevo Laredo, TS)
2. **Permitted Use and Scope of License.** Licensee and its appointed Performing Agency shall have access to the Sites to install, test, operate and maintain the Border Wait Time Measurement System sensors at the locations specified in Exhibit A. The sole purpose of the License is to install, test, operate, and maintain sensors at the Sites.
3. **Term.** The term of this License shall begin when both parties have executed this document via signatures from respective representatives. This License Agreement shall continue until one or both of the parties decides to terminate the Agreement pursuant to Section five (5) of this Agreement.
4. **Costs.** Licensor acknowledges that this License is being granted without cost or monetary compensation to the Licensor. Licensee acknowledges that it is responsible for all costs of the Licensee's use of the Site for the Permitted Use.
5. **Termination.**
 - (a) Licensee may terminate this License for any reason during the term or any extension thereof by giving at least thirty (30) day prior written notice to the Licensor.
 - (b) Licensor may terminate this License for any reason during the term or any extension thereof by giving at least thirty (30) day prior written notice to the Licensee.
6. **Limitation on Use.** The Site may only be used by Licensee and its appointed Performing Agency for the Permitted Use. In turn, Licensor agrees that it shall not take any action that will interfere with the Licensee's Permitted Use of the Site.
7. **Maintenance and Repairs.** Licensee agrees that it shall be solely responsible for the maintenance, repair, and upkeep for any and all improvements, equipment, or other property it places upon the Site.
8. **Access to the Site.** Licensor and Licensee agree that Licensee's and its appointed Performing Agency right of access to the Sites, which is granted by Licensor as part of this License, shall be available at all times without exception, after coordination with City Administration.
9. **Data Exchange.** The Parties agree to exchange data related to historical wait times, port of entry volumes, and other data relevant to the Border Wait Time Measurement System study.

10. **Compliance with Applicable Law.** Licensee shall comply with all Federal, State, and local laws that are applicable to Licensee's exercise of the Permitted Use on the Site, including laws pertaining to environmental protection and remediation.
11. **Restoration.** Upon the expiration or termination of this License, Licensee will remove all equipment, or other property placed upon the Site by the Licensee, and cause the Site to be restored to any earlier condition.
12. **No Assignment or Transfer.** The right of the Licensee to use the Site pursuant to this License is restricted solely to Licensee and its appointed Performing Agency and shall not be assigned, transferred, sublicensed, encumbered, or subject to any security interest without the written authorization of Licensors. Any attempted assignment will be void and of no effect.
13. **Integrated Agreement.** This License and any exhibits hereto, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this License. No alteration or variation of this License shall be valid unless made in writing and signed by the parties hereto.
14. **No Waiver of Sovereign Immunity.** Nothing herein shall require Licensee to perform any act or omission that would constitute a violation of law or federal fiscal policy. Licensors further acknowledges that no employee of the United States Government has the authority in law or the ability in fact to waive certain government rights (e.g., rights relating to or involving the sovereign immunity of the United States, or the rights pertaining to personal property). Nothing herein shall be construed as a waiver of the sovereign immunity of the United States.
15. **Condition of the Site.** Notwithstanding anything herein to the contrary, Licensee agrees that it is familiar with the condition of the Site and warrants that it has made its own inspection of the Site and agrees that the foregoing is suitable to carry out the Permitted Use. Licensee will keep a record of the sites prior, during and after installations and/or updates are made periodically.
16. **No Presumption Against Drafting Party.** All parties have had the opportunity to draft, review and edit the language of this License, and therefore no presumption for or against any party arising out of the drafting of all or any part of this License shall be applied in any action relating to, connected with, or involving this License.

17. **Authority.** By his or her execution hereof, each of the persons signing on behalf of the entities party hereto hereby represents and warrants that each is fully authorized to act and execute this License on behalf of their respective party.
18. **Counterparts.** This License may be executed in any number of identical counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
19. **Severability.** Whenever possible, each provision of this License shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this License shall be determined by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this License.
20. **Notices.** All notices, requests, demands and other communications which are required or may be given under this License shall be in writing and shall be deemed served the day sent if personally delivered by courier to the last known address, or when transmitted, if sent by facsimile or email; if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g. Federal Express) then it will be deemed served the next day after sending; and if sent by certified or registered mail, return receipt requested, then it will be deemed served the day received.

If notice is intended for Licensor, then notice shall be addressed to:

Joseph Neeb
City Manager
1110 Houston St.
Laredo, TX 78040

If notice is intended for Licensee, then notice shall be addressed to:

Claudia J. Lagos Galindo
Manager, International Trade & Border Planning Branch
Sergio Vasquez
Border Program Manager, International Trade & Border Planning Branch
Jorge Almada Diaz
Border Planning Coordinator, International Trade & Border Planning Branch
6230 E. Stassney Lane
Austin, Texas 78744

21. **No Third-Party Rights.** This License does not, and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by a third party against the United States, its agencies, its officers, or employees.
22. **Headings.** Section headings herein are included for the convenience of reference only and shall not constitute part of this License for any other purpose.
23. **Miscellaneous.**
- (a) Licensors are not responsible for any damages or injuries to property or persons that may occur on the Site.
 - (b) Licensors are not responsible for providing security at the Site.

[Signatures on Next Page]

Executed on this _____ day of _____, 2025.

CITY OF LAREDO

TEXAS DEPARTMENT OF TRANSPORTATION

JOSEPH W. NEEB
CITY MANAGER

KENNETH STEWART
DIRECTOR OF CONTRACT SERVICES

ATTESTED BY:

MARIO I. MALDONADO, JR
CITY SECRETARY

APPROVED AS TO FORM:

XAVIER A. CHARLES
ASSISTANT CITY ATTORNEY