



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** Approval of Interlocal Agreement between United Independent School District and Webb County, Texas to Authorize Administration to donate surplus computer equipment to Webb County

**SUBMITTED BY:** Hector G. Cavazos **OF:** Fixed Assets Department

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** July 23, 2014

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Interlocal Agreement between United Independent School District and Webb County, Texas to Authorize Administration to donate surplus computer equipment to Webb County

**RATIONALE:**

Attached is a listing of items which are being donated

**BUDGETARY INFORMATION:**

The current budget will not be impacted

**POLICY REFERENCE & COMPLIANCE:**

- CI (Legal) – School Properties Disposal
- CI (Local) – School Properties Disposal
- CBD (Legal) – Other Revenues-Sale, Lease, or Exchange of School –Owned Property



**SECTION II  
WEBB COUNTY OBLIGATIONS**

**2.1** WEBB COUNTY, upon delivery of the computers described in Section I above, said computers shall become property of WEBB COUNTY and WEBB COUNTY shall be solely responsible for the maintenance and disposition of said computers.

**SECTION III  
CONTRACTUAL RELATIONSHIP**

**3.1** The parties to this Agreement are governmental entities that are entering into this contract 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, to include but not be limited to landlord-tenant, employer-employee, or principal-agent. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

**3.2** UISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind WEBB COUNTY to any obligation other than the obligations set forth in this Agreement. WEBB COUNTY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind UISD to any obligation other than the obligations set forth in this Agreement.

**SECTION IV  
RISK ALLOCATION – LIMITATION OF LIABILITY**

**4.1 Liability.**

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

**4.2 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, or exemplary damages of any kind - including lost profits, loss of business, and further including, 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 or 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.

**4.3 Intentional Risk Allocation.**

UISD and WEBB COUNTY 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.

#### **4.4 No Indemnification.**

The parties expressly agree that, except as provided herein, 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.

#### **4.5 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 V GOVERNMENTAL FUNCTION AND IMMUNITY**

#### **5.1 Governmental Function.**

The parties expressly agree that, in all things relating to this Agreement, UISD and WEBB COUNTY enter into this Agreement for the purpose 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.

#### **5.2 Sovereign Immunity.**

UISD 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 VI GENERAL PROVISIONS**

#### **6.1 Compliance with Laws.**

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

#### **6.2 Complete Agreement.**

This Agreement, together with the Attachment(s) attached hereto, 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 hereto.

**6.3 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.

**6.4 Governing Law.**

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

**6.5 Venue.**

The Parties hereto agree that this Agreement shall be enforceable in Laredo, 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.

**6.6 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.

**6.7 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.

**6.8 Current Revenues.**

Pursuant to Texas Government Code §791.011(d)(3), each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**6.9 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:

UISD: Mr. Roberto J. Santos  
Superintendent of Schools  
United Independent School District  
201 Lindenwood Drive  
Laredo, Texas 78045

WEBB COUNTY: Hon. Danny Garcia  
Webb County Judge

Webb County, Texas  
1000 Houston Street  
Laredo, Texas 78340

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.

**6.10 Representation of Counsel; Mutual Negotiation.**

Each party has had the opportunity to be represented by joint 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.

**6.11 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.

**6.12 Warranty of Capacity to Execute Contract.**

The person signing this Agreement on behalf of the County warrants that he/she has the authority to do so and to bind the County to this Agreement and all the terms and conditions contained herein.

**(Signatures begin on the following page)**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**UNITED INDEPENDENT SCHOOL DISTRICT**

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Mr. Javier Montemayor  
Board President

**ATTEST:**

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Mr. Ricardo Rodriguez  
Board Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**WEBB COUNTY**

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Hon. Danny Valdez  
Webb County Judge

**ATTEST:**

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Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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Hon. Marco Montemayor  
Webb County Attorney





# UNITED INDEPENDENT SCHOOL DISTRICT

Roberto J. Santos  
Superintendent

## Memorandum

TO: United ISD Board of Trustees

FROM: Hector G. Cavazos, Fixed Assets Director

THRU: Mike Garza, Executive Director for Support Services

DATE: July 23, 2014

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Attached is a list of salvage computer equipment that is no longer serviceable by the School District. These items were retrieved from our campuses, and were declared damaged and/or unusable. It is the intention of staff, with the authorization of the Board of Trustees, to donate these surplus items by way of an Interlocal Agreement by and between United ISD and Webb County. Please let me know if you have any questions on this matter.

### Donated HP 7900 from UHS to Webb County

Campus	Room	UISD TAG	S/N#	MODEL
UHS	E211	161898	2UA9260Y2M	HP 7900
UHS	E211	161894	2UA9260Y4C	HP 7900
UHS	E211	161899	2UA9260Y3J	HP 7900
UHS	E211	161873	2UA9260Y3B	HP 7900
UHS	E211	161932	2UA9260Y37	HP 7900
UHS	E211	161905	2UA9260Y4P	HP 7900
UHS	E211	161914	2UA9260Y3P	HP 7900
UHS	E211	161883	2UA9260Y4M	HP 7900
UHS	E211	161897	2UA9260Y34	HP 7900
UHS	E211	161909	2UA9260Y4Z	HP 7900
UHS	E211	161906	2UA9260Y5F	HP 7900
UHS	E211	161903	2UA9260Y5H	HP 7900
UHS	E211	161887	2UA9260Y4D	HP 7900
UHS	E211	161910	2UA9260Y2Z	HP 7900
UHS	E211	161895	2UA9260Y4Y	HP 7900
UHS	E211	161885	2UA9260Y2W	HP 7900
UHS	E211	161901	2UA9260Y35	HP 7900
UHS	E211	161888	2UA9260Y3X	HP 7900
UHS	E211	161911	2UA9260Y4W	HP 7900
UHS	E211	161890	2UA9260Y48	HP 7900
UHS	E211	161886	2UA9260Y54	HP 7900
UHS	E211	161908	2UA9260Y51	HP 7900
UHS	E211	161882	2UA9260Y2P	HP 7900
UHS	E211	165900	2UA9260Y36	HP 7900
UHS	E211	161907	2UA9260Y2T	HP 7900
UHS	E211	161884	2UA9260Y47	HP 7900
UHS	E211	161912	2UA9260Y3R	HP 7900
UHS	E211	161904	2UA9260Y3G	HP 7900
UHS	E211	161547	3CQ9224LDJ	HP Monitor
UHS	E211	162088	3CQ92129FJ	HP Monitor
UHS	E211	162086	3CQ92129MB	HP Monitor
UHS	E211	161590	3CQ9224LQT	HP Monitor
UHS	E211	162085	3CQ92129M8	HP Monitor
UHS	E211	162029	3CQ9224LN5	HP Monitor
UHS	E211	162051	3CQ92129MJ	HP Monitor
UHS	E211	N/A	3CQ92129Q7	HP Monitor
UHS	E211	161595	3CQ9224LQJ	HP Monitor
UHS	E211	161562	3CQ9224LF5	HP Monitor
UHS	E211	161571	3CQ9224LGD	HP Monitor

**Donated HP 7900 from UHS to Webb County**

Campus	Room	UISD TAG	S/N#	MODEL
UHS	E211	N/A	3CQ92129MX	HP Monitor
UHS	E211	161581	3CQ9224LFJ	HP Monitor
UHS	E211	161568	3CQ9224LGK	HP Monitor
UHS	E211	161588	3CQ9224LQN	HP Monitor
UHS	E211	161565	3CQ9224LP7	HP Monitor
UHS	E211	161546	3CQ9224LQ9	HP Monitor
UHS	E211	161567	3CQ9224LP2	HP Monitor
UHS	E211	161543	3CQ9224LRR	HP Monitor
UHS	E211	N/A	3CQ92129QF	HP Monitor
UHS	E211	161557	3CQ9224LFD	HP Monitor
UHS	E211	161575	3CQ9224LRS	HP Monitor
UHS	E211	161577	3CQ9224LRF	HP Monitor
UHS	E211	261566	3CQ9224LPZ	HP Monitor
UHS	E211	161548	3CQ9224LQR	HP Monitor
UHS	E211	161569	3CQ9224LPY	HP Monitor
UHS	E211	162045	3CQ92129MG	HP Monitor
UHS	E211	162008	3CQ9224LMX	HP Monitor
UHS	E213	A008211F	MXL9260DFN	HP 7900
UHS	E213	A008197F	MXL9260DGJ	HP 7900
UHS	E213	A008200F	MXL9260DFP	HP 7900
UHS	E213	A008191F	MXL9260DGD	HP 7900
UHS	E213	A008194F	MXL9260DFS	HP 7900
UHS	E213	A008205F	MXL9260DG4	HP 7900
UHS	E213	A008195F	MXL9260DGC	HP 7900
UHS	E213	A008192F	MXL9260DG2	HP 7900
UHS	E213	A008189F	MXL9260DFR	HP 7900
UHS	E213	A008215F	MXL9260DGG	HP 7900
UHS	E213	A008201F	MXL9260DFW	HP 7900
UHS	E213	A008198F	MXL9260DFZ	HP 7900
UHS	E213	A008199F	MXL9260DGO	HP 7900
UHS	E213	A008216F	MXL9260DGF	HP 7900
UHS	E213	A008204F	MXL9260DG5	HP 7900
UHS	E213	A008210F	MXL9260DFX	HP 7900
UHS	E213	A008209F	MXL9260DFQ	HP 7900
UHS	E213	A008203F	MXL9260DG1	HP 7900
UHS	E213	A008202F	MXL9260DGH	HP 7900
UHS	E213	A008190F	MXL9260DFV	HP 7900
UHS	E213	A008196F	MXL9260DG3	HP 7900
UHS	E213	A008207F	MXL9260DFT	HP 7900

**Donated HP 7900 from UHS to Webb County**

Campus	Room	UISD TAG	S/N#	MODEL
UHS	E213	A008214F	MXL9260DG9	HP 7900
UHS	E213	A008208F	MXL9260DG7	HP 7900
UHS	E213	A008206F	MXL9260DGB	HP 7900
UHS	E213	A008212F	MXL9260DFY	HP 7900
UHS	E213	A008193F	MXL9260DG6	HP 7900
UHS	E213	A008213F	MXL9260DG8	HP 7900
UHS	E213	A008178F	3CQ9224LCT	HP Monitor
UHS	E213	A008186F	3CQ9224LKX	HP Monitor
UHS	E213	A008173F	3CQ9224L3S	HP Monitor
UHS	E213	A008180F	3CQ9224LKY	HP Monitor
UHS	E213	A008162F	3CQ9224LKW	HP Monitor
UHS	E213	A008174F	3CQ9224L47	HP Monitor
UHS	E213	A008164F	3CQ9224L4T	HP Monitor
UHS	E213	A008167F	3CQ9224L2X	HP Monitor
UHS	E213	N/A	3CQ9224LKH	HP Monitor
UHS	E213	A008179F	3CQ9224L4V	HP Monitor
UHS	E213	A008183F	3CQ9224L36	HP Monitor
UHS	E213	A008165F	3CQ9224LCL	HP Monitor
UHS	E213	A008176F	3CQ9224LKN	HP Monitor
UHS	E213	A008168F	3CQ9224LKK	HP Monitor
UHS	E213	A008170F	3CQ9224L3P	HP Monitor
UHS	E213	A008188F	3CQ9224LKP	HP Monitor
UHS	E213	A008161F	3CQ9224LKR	HP Monitor
UHS	E213	A008175F	3CQ9224LKL	HP Monitor
UHS	E213	A008177F	3CQ9224LKF	HP Monitor
UHS	E213	A008185F	3CQ9224LLO	HP Monitor
UHS	E213	A008171F	3CQ9224L3D	HP Monitor
UHS	E213	A008172F	3CQ9224L91	HP Monitor
UHS	E213	A008166F	3CQ9224L3B	HP Monitor
UHS	E213	A008182F	3CQ9224LKQ	HP Monitor
UHS	E213	A008169F	3CQ9224LKM	HP Monitor
UHS	E213	A008187F	3CQ9224L3W	HP Monitor
UHS	E213	A008163F	3CQ9224LKV	HP Monitor
UHS	E213	A008181F	3CQ9224LKT	HP Monitor
UHS	B226	161920	2UA9260Y4G	HP 7900
UHS	B226	161918	2UA9260Y2R	HP 7900
UHS	B226	161940	2UA9260Y4K	HP 7900
UHS	B226	161939	2UA9260Y40	HP 7900
UHS	B226	161891	2UA9260Y4F	HP 7900

**Donated HP 7900 from UHS to Webb County**

Campus	Room	UISD TAG	S/N#	MODEL
UHS	B226	161893	2UA9260Y5B	HP 7900
UHS	B226	161881	2UA9260Y42	HP 7900
UHS	B226	161936	2UA9260Y53	HP 7900
UHS	B226	161941	2UA9260Y46	HP 7900
UHS	B226	161880	2UA9260Y4H	HP 7900
UHS	B226	161879	2UA9260Y4V	HP 7900
UHS	B226	161937	2UA9260Y4B	HP 7900
UHS	B226	161928	2UA9260Y31	HP 7900
UHS	B226	161960	2UA9260Y3S	HP 7900
UHS	B226	161961	2UA9260Y3F	HP 7900
UHS	B226	161962	2UA9260Y5G	HP 7900
UHS	B226	161892	2UA9260Y4R	HP 7900
UHS	B226	161938	2UA9260Y56	HP 7900
UHS	B226	161927	2UA9260Y38	HP 7900
UHS	B226	162040	3CQ9224LL2	HP Monitor
UHS	B226	162041	3CQ92129Q9	HP Monitor
UHS	B226	162043	3CQ9224LMY	HP Monitor
UHS	B226	162037	3CQ9224LMP	HP Monitor
UHS	B226	162036	3CQ9224L5C	HP Monitor
UHS	B226	162027	3CQ92129MH	HP Monitor
UHS	B226	162090	3CQ92129MY	HP Monitor
UHS	B226	162100	3CQ92129ZF	HP Monitor
UHS	B226	N/A	3CQ92129YV	HP Monitor
UHS	B226	162016	3CQ92129Q3	HP Monitor
UHS	B226	162099	3CQ92129ZC	HP Monitor
UHS	B226	N/A	3CQ92129MP	HP Monitor
UHS	B226	162093	3CQ92129MS	HP Monitor
UHS	B226	162059	3CQ9224L58	HP Monitor
UHS	B226	162058	3CQ92129FP	HP Monitor
UHS	B226	N/A	3CQ9224L4Q	HP Monitor
UHS	B226	162089	3CQ92129FN	HP Monitor
UHS	B226	162056	3CQ92129FY	HP Monitor
UHS	B226	162094	3CQ92129MK	HP Monitor