

BOARD OF TRUSTEES AGENDA

| | | |
|-----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> Workshop | <input type="checkbox"/> Regular | <input type="checkbox"/> Special |
|-----------------------------------|----------------------------------|----------------------------------|

- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☐ Action Item

Presenter(s): MR. SAMUEL MIJARES, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE AN INTERGOVERNMENT AGREEMENT BETWEEN EAGLE PASS ISD AND THE MAVERICK COUNTY.

- (C) **Funding source: Identify the source of funds if any are required.**

- (D) **Clarification: Explain any question or issues that might be raised regarding this item.**

STATE OF TEXAS

)

INTERGOVERNMENTAL AGREEMENT

)

COUNTY OF MAVERICK

)

FOR SERVICES AND EQUIPMENT

This Agreement is made on the _____ of _____ 2023, between Maverick County, a political subdivision of the State of Texas, hereinafter referred to as “County”, and Eagle Pass Independent School District, hereinafter referred to as “EPISD”.

WITNESSETH

Whereas, the County sometimes requires the use of EPISD equipment and/or services; and

Whereas, the EPISD sometimes requires the use of County equipment and/or services; and

Whereas, the EPISD has a desire to mutually exchange services and equipment with the County;

and

Whereas, pursuant to Texas Government Code, Chapter 791, the Texas State Legislature has authorized intergovernmental agreements between political subdivisions and to provide certain services; and

Whereas, both EPISD and County desire to provide services and equipment to each other pursuant to the terms herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide for the use by County and EPISD of each other's resources as necessary.

ARTICLE II

DESCRIPTION OF SERVICES

2.01 The EPISD agrees to provide the requested services and equipment, which include, but are not limited to:

- a. available equipment;
- b. available manpower;
- c. supplies and materials;
- d. and other services and equipment as requested and available.
- e. Use of buildings and facilities

- f. Collaboration for grant funding
- 2.02 County agrees to provide the required services and equipment:
- a. available equipment;
 - b. available manpower;
 - c. supplies and materials;
 - d. and other services and equipment as requested and available.
 - e. Use of buildings and facilities
 - f. Collaboration for grant funding

ARTICLE III

COST OF SERVICES

3.01 Both EPISD and County agree that the consideration to be paid for the services and equipment provided hereunder shall be determined in advance by the respective entities and shall not exceed the cost of services, manpower, supplies and materials, and the rental value of equipment.

3.02 EPISD and County agree to invoice each other on a monthly basis for the equipment or services provided herein, with itemized invoices to be forwarded to the designated party for payment. Payment shall be made within thirty (30) calendar days of approval of said invoice.

3.03 EPISD and County agree that notice required under this agreement shall be forwarded to the authorized representative as identified by the EPISD and County no more than thirty (30) days after the execution of this agreement, and as it may be amended in writing thereafter.

3.04 All requests for services and equipment must be made by signed purchase order, in accordance with established administrative guidelines.

ARTICLE IV

INSURANCE

4.01 The EPISD and County agree to provide and maintain, as its own expense, the proper form of insurance coverage appropriate and required for the equipment, buildings and facilities, and services.

ARTICLE V

RESPONSIBILITY

5.01 The EPISD and County will be responsible for any damage to equipment while under their control and care.

ARTICLE VI

TERMS

6.01 The term of this Agreement is from _____ until _____.

6.02 This Agreement, however, shall terminate in the event sufficient funds are not appropriated by Maverick County Commissioners Court to meet the County's fiscal obligations or if sufficient funds are not appropriated to the EPISD by its Board of Trustees, the State or Federal Government to meet the EPISD services, fees and equipment obligations agreed hereto in any fiscal year. In such event, either party agrees to give the other party thirty (30) days written notice prior to termination.

6.03 Notwithstanding anything herein to the contrary, either party may terminate this Agreement with or without cause, upon giving written notice to the other, thirty (30) days prior to the date of termination.

ARTICLE VII

INDEMNITY

7.01 County agrees to indemnify and hold EPISD harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from, or in any way connected with, any activity conducted by the County or County's employees, that might be related, however remotely, to the performance by County of its duties under the terms of this Agreement. Likewise, the County agrees to indemnify and hold EPISD harmless against any and all claims, demands, damages, costs, and expenses, including original attorney's fees, arising out of, or in any way connected with any breach on the part of County of any conditions of this Agreement, or from any act of negligence of County, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. In case of any action or proceeding brought against EPISD by reason of any such claim, County upon notice from EPISD, agrees to defend, at its expense, the action or proceeding with counsel acceptable to EPISD.

ARTICLE VIII

TEXAS LAW TO APPLY

8.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Maverick County, Texas.

ARTICLE IX

LEGAL CONSTRUCTION

9.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalid illegal, or unenforceable provision shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

ARTICLE X

PRIOR AGREEMENTS SUPRESEDED

10.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement(s) between the parties respecting the within subject matter.

ARTICLE XI

AMENDMENT

11.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

(EXECUTED IN DUPLICATED ORIGINALS)

MAVERICK COUNTY

**EAGLE PASS INDEPENDENT
SCHOOL DISTRICT**

By: _____

Ramsey English Cantu
Maverick County Judge

By: _____

Jorge Barrera
Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

Sara Montemayor
County Clerk

Hilda Mauricio
Board Secretary



OFFICE OF THE COUNTY JUDGE
THE HONORABLE RAMSEY ENGLISH CANTÚ

Jorge Barrera
Eagle Pass ISD Board President
587 Madison St.
Eagle Pass, Texas

RE: Intergovernmental Agreement

August 4, 2023

Dear Mr. Barrera,

Please find enclosed an Intergovernmental Local Agreement that has been reviewed by Maverick County Commissioners Court. It has been recently approved to present to you for any negotiations and review the consideration to finalize and activate an Intergovernmental Local Agreement amongst our respective entities.

If you have any questions, please contact me as your time allows, as we want to make sure that all our Intergovernmental agreements are up to date in order for our entities to work cohesively and in partnership together.

In public service, I remain,

A handwritten signature in black ink, appearing to read "Ramsey English Cantu", is written over the typed name.

Ramsey English Cantu
Maverick County Judge