



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Discussion and possible action to approve a one year Interlocal Agreement with the City of Laredo who will be providing environmental health services to UISD schools located outside the corporate city limits as well as health care services to students and their non school age siblings located in Rio Bravo, El Cenizo, and the unincorporated subdivisions located in Webb County and any matters incident thereto

SUBMITTED BY: Eduardo Zuniga, CPA **OF:** Associate supt. for Student Support Services

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: November 20, 2013

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees Discuss and take possible action to approve a one year Interlocal Agreement with the City of Laredo who will be providing environmental health services to UISD schools located outside the corporate city limits as well as health care services to students and their non school age siblings located in Rio Bravo, El Cenizo, and the unincorporated subdivisions located in Webb County and any matters incident thereto.

RATIONALE:

Students in these areas will be provided immunizations, tuberculosis control, and food inspection services.

BUDGETARY INFORMATION:

Annual cost of \$37,569 for the period October 1, 2013 through September 30, 2014.

BOARD POLICY REFERENCE AND COMPLIANCE:

Health Department will provide for UISD the following public health services pursuant to the terms and conditions hereinafter stated:

1. Immunizations and Vaccine Preventable Disease Prevention. The City will provide immunization services to include but not be limited to childhood immunizations as recommended by the Texas Department of State Health Services (TDSHS).

2. Tuberculosis Control. Services will include testing, lab diagnosis, treatment and investigation of contacts, as appropriate

3. Food Inspection, Prevention & Investigation. The City will issue permits and provide inspection services of food at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments.

4. Public Health Response. City shall respond to calls in the service area for removal of bee swarms or nests and bats to prevent transmission of and exposure to disease pathogens.

B. Service Area.

As used in this agreement, the term student population shall include siblings of students attending the above named UISD schools as well as those living in subdivisions located in unincorporated areas Webb County but educated in UISD schools.

1. Pursuant to the authority bestowed by this agreement, City will provide one or more of the above enumerated services for certain members of UISD's student population and schools located in the unincorporated areas of Webb County to include Juarez-Lincoln Elementary, D.D. Hachar Elementary, and Kennedy-Zapata Elementary. Student population from El Cenizo and Rio Bravo educated in UISD schools are as follows: (1) Kennedy/Zapata Elementary (500 students), (2) Juarez/Lincoln and D.D. Hachar Early Childhood Campus (761 students), Salvador Garcia Middle School (472 students), (3) Lamar Bruni Vergara Middle School (5 students) and (4) LBJ High School (585 students).

2. Pursuant to the authority bestowed by this agreement, City will provide the above enumerated services, through the City's Health Department, to students educated in UISD schools located within the corporate limits of the City of Laredo but living in subdivisions that are in unincorporated areas of Webb County. For the 2012-2013 school years, there are approximately one thousand five hundred thirty-six (1,536) such students. The following is the breakdown of the student population by unincorporated area location in Webb County: (1) Highway 359 (848 students), (2) Highway 83 (Magana Hein) (70 students), (3) Mines Road area (314 students), (4) Highway 83 North (64 students), and (5) Highway 59 (240 students).

3. Pursuant to the authority bestowed by this agreement, City will provide the above enumerated services, through the City's Health Department, to the siblings of those UISD

students living in Rio Bravo and El Cenizo as well as those UISD students living in the unincorporated areas of Webb County. There are approximately 212 siblings whose services may be needed and the breakdown by area is as follows: (1) El Cenizo (34 siblings), (2) Rio Bravo (69 siblings), (3) Highway 359 (57 siblings), (4) Mines Road (52 siblings). It is understood that the above figures for siblings (3 and 4 year olds) were obtained by UISD from the Webb County Head Start Program which only maintains programs in these areas.

4. It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which UISD has not granted legal authority shall be null and void with no force and effect, and City shall not be obligated to provide those services

SECTION II UISD OBLIGATIONS

A. Compensation. In consideration for the services to be provided by City, UISD agrees to pay fairly compensate City for the services performed under this agreement in accordance with the provisions of Section IV herein.

B. Records. In order for City to be able to fulfill its obligations under this agreement, UISD agrees to provide City a complete and accurate listing of students and the names of their siblings who attend Juarez-Lincoln, D. D. Hachar, and Kennedy-Zapata Elementary Schools as well as those who attend UISD schools that are located within the corporate limits of the City of Laredo but who live in subdivisions that are in the unincorporated areas of Webb County.

SECTION III TERM

The initial term of this Agreement shall commence on October 1, 2013 ("Effective Date") and end on September 30, 2014. This Agreement shall thereafter be automatically renewed on an annual basis unless terminated earlier by one or both parties as provided herein.

SECTION IV COMPENSATION

A. In consideration for services being provided by City under Section I of this Agreement, UISD will compensate, on a monthly basis, an amount not to exceed **THIRTY SEVEN THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS** (\$37,569) for services rendered in accordance with this Agreement. Payments **SHALL BE MADE IN EQUAL MONTHLY INSTALLMENTS, EACH IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED THIRTY DOLLARS AND 75/100.** (\$3,130.75), with the first payment becoming due and payable on the 1st day of December 2013, or within 10 days after the date that the parties sign this Agreement, whichever is later.

B. Parties acknowledge that the funds paid by UISD pursuant to Section IVA above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas covered under this agreement. UISD agrees to pay City all costs over and above the amounts agreed to in Section IV A above that are associated with any such an unexpected public health emergency to defray the necessary expenses incurred by City. These payments must be made within thirty (30) days of receiving written notice by City.

C. Payments submitted under this Agreement shall be made payable to the City of Laredo and sent to the City of Laredo Finance Department, P.O. Box 679, Laredo, TX 78040.

SECTION V TERMINATION

If either party determines that it can no longer participate in the requirements of this Agreement for any reason, that party shall notify the other party in writing at least thirty (30) days in advance of its intent to terminate the agreement. Such termination shall become effective ten (10) days after receipt of such notice. UISD agrees to compensate City for services rendered under this agreement up to the termination date. It is further agreed that both parties may terminate this Agreement at any time for any reason by mutual written agreement.

SECTION VI CONTRACTURAL RELATIONSHIP

A. 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.

B. UISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this Agreement. The City 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 VII RISK ALLOCATION-LIMITATION OF LIABILITY

A. Liability.

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

B. 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 information provided and maintained by the other party regardless of whether the party was advised, had other reason to know, or in fact knew thereof.

C. Intentional Risk Allocation.

City and UISD 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 limitations of liability are separately intended to limit the forms of relief available to the parties.

D. 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.

E. Hold Harmless.

To the extent allowed under the laws and Constitution of the State of Texas, UISD agrees to indemnify, defend, and hold harmless City, its elected officials, officers, agents, and employees from and against any and all liabilities, claims, lawsuits, judgments, and/or expenses including attorney fees, arising directly from any act or failure by UISD or any of elected officials, officers, employees that occur during or arise out of the performance of this agreement. To the extent allowed under the laws and Constitution of the State of Texas, City agrees to indemnify, defend, and hold harmless UISD, its elected officials, officers, agents, and employees from and against any and all liabilities, claims, lawsuits, judgments, and/or expenses including attorney fees, arising directly from any act or failure by City or any of elected officials, officers, employees that occur during or arise out of the performance of this agreement.

**SECTION VIII
GOVERNMENTAL FUNCTION AND IMMUNITY**

A. Governmental Function.

The parties expressly agree that, in all things relating to this Agreement, the City 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.

B. Sovereign Immunity.

City and UISD 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 or rules.

**SECTION IX
GENERAL PROVISIONS**

A. Compliance with Laws.

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

B. 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 thereto.

C. 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.

D. 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, the City Charter and/or any ordinance of the City.

E. 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.

F. 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.

G. 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.

H. Notices.

1. 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:

City: Mr. Carlos Villarreal
City Manager
City of Laredo
1110 Houston Street, 3rd Floor
Laredo, Texas 78040

Copy to: Hector F. Gonzalez, M.D.,
City of Laredo Health Dept.
2600 Cedar
Laredo, Texas 78044

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

2. 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.

I. 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 pursuant to its terms without favor to any party.

J. Execution and Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when it is 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.

K. Warranty of Capacity to Execute Contract.

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

EXECUTED this the _____ day of _____, 2013.

FOR CITY OF LAREDO:

Carlos Villarreal
City Manager

ATTEST:

Gustavo Guevara Jr.
City Secretary

APPROVED AS TO FORM:

Kristina Laurel Hale
First Assistant City Attorney

EXECUTED this the _____ day of _____, 2013.

FOR UNITED INDEPENDENT SCHOOLDISTRICT:

Roberto J. Santos
Superintendent of Schools

APPROVED AS TO FORM:

Fortunato Paredes
Attorney for UNITED ISD