



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Interlocal Government Agreement between United ISD and Housing Authority
of the City of Laredo

SUBMITTED BY: Roberto J Santos **OF:** Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: January 19, 2011

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees approve the Interlocal Government Agreement between United ISD and Housing Authority of the City of Laredo.

RATIONALE:

BUDGETARY INFORMATION

BOARD POLICY REFERENCE AND COMPLIANCE

INTERLOCAL GOVERNMENT AGREEMENT

This **INTERLOCAL GOVERNMENT AGREEMENT** (the "**Agreement**") is entered into January ____, 2011, between the **Housing Authority of the City of Laredo**, a Texas public corporation ("**LHA**") and **United Independent School District, acting through its Board of Trustees** (the "**UISD**").

RECITALS

1. LHA is a public corporation organized pursuant to Texas Local Government Code §392.001 et seq., with its principal place of business located at 2000 San Francisco Ave., Laredo, Texas 78040.
2. Pursuant to §392.005(a) of the Texas Local Government Code, the LHA's properties are exempt from all taxes and special assessments of a municipality, a county, another political subdivision, or the State of Texas.
3. Pursuant to §392.005(b) of the Texas Local Government Code, LHA may, in lieu of paying taxes or special assessments, agree to reimburse payments to a municipality, county, or another political subdivision if those entities furnish improvements, services or facilities for one of LHA's housing projects.
4. UISD is a political subdivision of the State of Texas whose principal place of business is located at 201 Lindenwood Drive, Laredo, Webb County, Texas, 78045.
5. LHA desires for UISD to furnish certain services to the residents of LHA's housing projects and in consideration for providing such services, LHA agrees to reimburse payments to UISD for such services in lieu of paying taxes or special assessments.

NOW, THEREFORE, BE IT COVENANTED AND AGREED, between LHA and UISD:

ARTICLE I **SERVICES AND PAYMENT**

Section 1.1. Services Rendered. Subject to Section 1.2, below, *LHA* agrees to provide the following services ("**Services**") to the residents of LHA's housing projects:

After school computer and technology usage;
Tutorial assistance; and
Access to kids' café services.

Section 1.2. Payment for Services. In exchange for the Services *described in Section 1.1*, *UISD* will reimburse *LHA* the sum of TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS NINETEEN CENTS (\$27,252.19) which sum equals the total amount

of payments in lieu of taxes for tax years 2005, 2006 and 2007 at the time of the execution of this Agreement for fiscal year ending March 31, 2011. Additionally the sum of TWENTY THOUSAND SIX DOLLARS TWENTY-ONE CENTS (\$20,006.21) which sum equals the total amount of payments in lieu of taxes for tax years 2008, 2009, and 2010, which is currently being held in escrow by LHA, will be kept by LHA at the time of the execution of this Agreement for fiscal year ending March 31, 2011. Accordingly, both sums described above equals the sum amount of FORTY-SEVEN THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS FORTY CENTS (\$47,258.40) which equals the total amount of payments in lieu of taxes through tax year 2010.

ARTICLE II

TERM

Section 2.1. Term. This Agreement shall be effective upon its execution by all parties to this Agreement and shall continue until March 31, 2011.

Section 2.2. Renewal. This Agreement will be automatically renewed annually unless either party gives written notice of the termination of this Agreement at any time, with services provided and payment therefore to continue as provided in Section 1.2, above, except that payment to UISD will be equal to the sum payable to UISD in lieu of property taxes for fiscal year then in effect.

ARTICLE III

MISCELLANEOUS

Section 3.1. No Oral Agreements. This Agreement constitutes the entire Agreement between the parties and supersedes any prior understandings (written or oral) between the parties.

Section 3.2. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

Section 3.3. Force Majeure. Neither LHA nor UISD shall be required to perform any term, condition or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean Acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of LHA or UISD and which by the exercise of due diligence LHA or UISD is unable, wholly or in part, to prevent or overcome.

Section 3.4. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing and duly executed by the parties to this Agreement.

Section 3.5. Applicable Law. This Agreement shall be construed under, and in accordance with the laws of the State of Texas (as amended from time to time) and all obligations of the of the parties shall be performable in Webb County, Texas

Section 3.6. Notices. Any notices required by this Agreement shall be sent in writing to the following persons:

LHA

Laredo Housing Authority
c/o Laura Llanes, Executive Director
2000 San Francisco Avenue
Laredo, Texas 78040
Telephone: (956) 722-4521
Facsimile: (956) 722-6561

With a copy to:

Altgelt & Roman, PLLC
c/o George Altgelt, Esq.
1110 Matamoros
Laredo, Texas 78040
Telephone: (956) 753-8865
Facsimile: (956) 725-4400

UISD

United Independent School District
c/o Roberto J. Santos
Superintendent of Schools
201 Lindenwood Drive
Laredo, Texas 78045
Telephone: (956) 473-6201
Facsimile: (956) 473-6476

With a copy to:

Norma Farabough
Tax Assessor Collector
3501 E. Saunders
Laredo, Texas 78043
Telephone: (956) 473-7900
Facsimile: (956) 473-7948

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON
FOLLOWING PAGE(S)]**

Executed as of the first date mentioned above.

LAREDO HOUSING AUTHORITY

By: _____

Name: _____

Title: _____

**UNITED INDEPENDENT SCHOOL
DISTRICT**

By: _____

Name: _____

Title: _____