



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** Action Regarding the Interlocal Agreement Between UISD and LISD Concerning the  
23 Acre Tract of Land Acquired by LISD in UISD Boundaries

**SUBMITTED BY:** Juan Cruz **OF:** Attorney

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

**DATE ASSIGNED FOR BOARD CONSIDERATION:** July 7, 2020

**RECOMMENDATION:**

It is recommended that the UISD Board of Trustees take action regarding the Interlocal Agreement Between UISD and LISD Concerning the 23 Acre Tract of Land Acquired by LISD in UISD Boundaries

**RATIONALE:**

**BUDGETARY INFORMATION:**

**POLICY REFERENCE & COMPLIANCE:**

STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF WEBB

This Interlocal Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the UNITED INDEPENDENT SCHOOL DISTRICT ("UISD"), a political subdivision of the State of Texas, acting through its Board of Trustees and located at 201 Lindenwood, Laredo, Texas 78045, and the LAREDO INDEPENDENT SCHOOL DISTRICT ("LISD"), a political subdivision of the State of Texas, acting through its Board of Trustees and located at 1702 Houston St. Laredo, Texas 78040, and pursuant to the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may be referred to in this Agreement individually as "Party" and collectively as the "Parties."

The UISD Board of Trustees voted in favor of entering into this Agreement at the UISD Board of Trustees meeting that took place on \_\_\_\_\_, 2020. The LISD Board of Trustees voted in favor of entering into this Agreement at the LISD Board of Trustees meeting that took place on \_\_\_\_\_, 2020. This Agreement is being entered pursuant to the votes taken at such meetings and Section 11.151 of the Texas Education Code.

The Board of Trustees of UISD and the Board of Trustees of LISD acknowledge that a dispute exists between the boards of trustees of the respective school districts regarding several tracts of real property comprising a total of approximately 23 acres of land, such tracts more specifically described in Exhibit "A" (the "23 Acre Tract"). The 23 Acre Tract that was acquired by LISD through the Board of Trustees of LISD is located within the geographic boundaries of UISD. In light of the advice provided by Attorney General Ken Paxton in Attorney General Opinion KP-0291 and pursuant to Texas Education Code Section 11.151(b)(1) the boards of trustees for both UISD and LISD have approved a 60 day time period during which they will attempt to negotiate a resolution of this dispute. The 60 day time period will run from the effective date set forth in this Agreement. The Board of Trustees of UISD and the Board of Trustees of LISD agree that during the 60 day period neither Party will institute legal proceedings regarding the 23 Acre Tract unless the other Party is in breach of this Agreement. The Board of Trustees of LISD warrant and represent that the process to develop and improve the tracts of real property that comprise the 23 Acre Tract has not been initiated and agree during the 60 day period not to execute a development agreement; construction contract or design build contract or take any other affirmative action regarding the development or improvement of all or part of the 23 Acre Tract as a school or district-facility site. In addition, the Board of Trustees of LISD warrant and represent that the tracts that comprise the 23 Acre Tract have not been platted as a single tract and agree not to take any action to advance the process of platting any of the several tracts of real property comprising the 23 Acre Tract or platting the several tracts comprising the 23 Acre Tract into a single platted tract.

The Board of Trustees of UISD and the Board of Trustees of LISD will both have the authority to terminate this Agreement at any time prior of to the expiration of the 60 day time period by providing written notice of the intent to terminate at least 15 days prior to such termination. The notice of termination will also be in writing. The written 15 day notice of intent to terminate and the written notice of termination will be provided to the superintendent of the opposing school district. The time period for the 15 day notice of intent to terminate will run from the date that that the notice is actually received by the superintendent upon whom the notice is being served.

Notice may be delivered by facsimile; email, certified mail or hand delivery at the addresses set forth below:

<p>Mr. Roberto J. Santos,          Superintendent of Schools          UNITED INDEPENDENT SCHOOL DISTRICT          201 Lindenwood Drive          Laredo, Texas 78045          Facsimile: (956) 728-8691          Email: rsantos@uisd.net</p>	<p>Dr. Sylvia G. Rios          Superintendent of Schools          LAREDO INDEPENDENT SCHOOL DISTRICT          1702 Houston St.          Laredo, Texas 78040          Facsimile: (956) 273-1035          Email: sgrios@laredoisd.org</p>
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The Effective Date of this Agreement will be the date that it is executed by the President and Board of Trustees of UISD and the date it is executed by the President and Board of Trustees of LISD.

**United Independent School District:**

**Laredo Independent School District**

By: \_\_\_\_\_  
Ramiro Veliz, III, President  
District 4  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hector J. Noyola, President  
District 3  
Date: \_\_\_\_\_

STATE OF TEXAS §  
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COUNTY OF WEBB §

This foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Ramiro Veliz, III, President of United Independent School District.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §  
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COUNTY OF WEBB §

This foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Hector Noyalo, III, President of Laredo Independent School District.

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Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_