



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Discussion and possible action to enter into an Interlocal Agreement with the Laredo Independent School District to amend the current boundary shared between the two school districts and to adopt a new boundary including the filing of a map of the new boundary with the Texas Education Agency and any matters incident thereto

SUBMITTED BY: Fortunato Paredes **OF:** School Attorney

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: June 22, 2011

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees Discuss and take possible action to enter into an Interlocal Agreement with the Laredo Independent School District to amend the current boundary shared between the two school districts and to adopt a new boundary including the filing of a map of the new boundary with the Texas Education Agency and any matters incident thereto.

RATIONALE:

BUDGETARY INFORMATION

BOARD POLICY REFERENCE AND COMPLIANCE

THE STATE OF TEXAS)
)
COUNTY OF WEBB)

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into this _____ day of _____, 2011, by and between the UNITED INDEPENDNET SCHOOL DISTRICT ("UISD") and the LAREDO INDEPENDENT SCHOOL DISTRICT ("LISD").

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including UISD and LISD, to contract with each other to perform governmental functions and services; and

WHEREAS, Section 13.010(b) of the Texas Education Code allows school districts to amend boundary and map information on file with the Texas Education Agency; and

WHEREAS, the current coterminous boundary shared by UISD and LISD needs to be amended and updated to meet the population and valuation needs of both school districts; and

WHEREAS, the current boundary map on file with the Texas Education Agency will also need to be revised and a new boundary map will be filed with the Texas Education Agency; and

WHEREAS, the Board of Trustees for UISD and LISD, performing a governmental function, desire to amend and update the boundary shared between both Districts; and

WHEREAS, UISD and LISD have each entered into this Agreement by the action of their respective bodies in the appropriate manner prescribed by law; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

SECTION I
BOUNDARY CHANGE

1.1 Both UISD and LISD agree that the current boundary shared between the school district and boundary map (Exhibit "A") currently on file with the Texas Education Agency needs to be changed and the boundary map updated to better meet the population needs of both Districts as well as to better assess land valuations. Both UISD and LISD have closely worked with the Webb County Appraisal District to redefine the existing boundary between them. Both parties agree that the attached map (Exhibit "B") delineates the new boundary between UISD and LISD. This new boundary and its map has been approved by both UISD and LISD through their respective Board of Trustees and a copy of said boundary map will be filed with the Texas Education Agency upon approval by both school districts.

SECTION II LAND VALUATION

2.1 Both UISD and LISD acknowledge that this new boundary that exists between the two school districts has resulted in a shift of real property being claimed by the two school districts. The shift in properties affected by the boundary change is attached **Exhibit "C."** Both UISD and LISD agree to the shift in real property affected by the new boundary as well as its affected land valuations.

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 LISD to any obligation other than the obligations set forth in this Agreement. LISD 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, 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 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 LISD 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 IMMUMTY

5.1 Governmental Function.

The parties expressly agree that, in all things relating to this Agreement, UISD and LISD 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 LISD 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 LISD 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. Robert J. Santos
Superintendent of Schools
United Independent School District
201 Lindenwood Drive
Laredo, Texas 78045

LISD: Dr. A. Marcus Nelson, Ph.D.
Superintendent of Schools

Laredo Independent School District
1702 Houston
Laredo, Texas 78040

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 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 _____, 2011

UNITED INDEPENDENT SCHOOL DISTRICT

Ms. Pat Campos
Board President

ATTEST:

Mr. Juan Roberto Ramirez
Board Secretary

EXECUTED this _____ day of _____, 2011

LAREDO INDEPENDENT SCHOOL DISTRICT

Mr. George M. Beckelhymer
Board President

ATTEST:

Mr. José R. Perez
Board Secretary