

BOARD OF TRUSTEES
AGENDA

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| <input type="checkbox"/> Workshop | <input checked="" type="checkbox"/> Regular | <input type="checkbox"/> Special |
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- (A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) Action Item

Presenter(s): SAMUEL MIJARES, SUPERINTENDENT

Briefly describe the action required.

CONSIDER AND POSSIBLE ACTION TO SELECT A NAME FOR THE FOOTBALL FIELD LOCATED AT THE LYNN PURCELL STUDENT ACTIVITY CENTER FOR A THREE (3) YEAR PERIOD.

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

Fund 461: \$45,000.

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

SEE ATTACHED CONTRACT.

**State of Texas
County of Maverick**

**Eagle Pass Independent School District
Platinum Partnership Agreement**

This partnership agreement is between the Eagle Pass Independent School District (“EPISD”) and the **Kickapoo Traditional Tribe of Texas** (“Partner”). Partner has agreed to purchase the **Platinum Partner Package**.

This agreement entitles the Partner to the benefits of the Platinum Package inclusive of:

- Naming of the football field for 3 years located at the Lynn Purcell Student Activity Center (subject to school board approval)
- 30 second welcome and exit video (Full-Screen Display) for every game or event held at the Cozel Foster – Veterans Memorial Stadium where the JumboTron is operating
- 1 VIP parking spot and 4 season tickets
- Business logo featured on season tickets and Game Day/Graduation Program
- Business logo featured on District Sponsorship website

All benefits will be provided on the District’s JumboTron located at the Lynn Purcell Student Activity Center Football Stadium located at 5021 E Hwy 277, Eagle Pass, TX 78852.

Naming of the Football Field: The name selected by Partner is the **“Kickapoo Traditional Tribe of Texas”** field located at the Lynn Purcell Student Activity Center and will be effective from August 1, 2023 to July 31, 2026.

Approval of Advertising: In addition to the Platinum Partner Package, any and all advertising including *promotional access* must be requested in writing by Partner and will need to be approved by the Eagle Pass ISD Superintendent or designee prior to being placed on the video scoreboard (JumboTron). The Eagle Pass ISD decision will be final.

**I.
TERM**

The term of this agreement shall be effective from **August 1, 2023** to **July 31, 2026**.

**II.
FEE**

The fee for the **Platinum Partner Package** will be **\$15,000.00 per year** for a total of \$45,000.00 dollars during a period of **3 years**. The \$15,000.00 yearly fee is payable to Eagle Pass Independent School District, Accounting Department, 587 Madison Street, Eagle Pass, Texas 78852 on or before July 1st of each partnership year.

**III.
OTHER**

- A) **Limitation of Liability:** Eagle Pass Independent School District does not warrant that the operation or use of the video scoreboard (JumboTron) will be uninterrupted or error free. The parties agree that in regard to any and all causes of action arising out of or relating to this agreement, neither party shall be liable to the other under any circumstances for special, incidental, consequential or exemplary damages even if it has been advised of the possibility of such damages. IN NO EVENT WILL EAGLE PASS INDEPENDENT SCHOOL DISTRICT'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY EPISD FROM PARTNER UNDER THIS AGREEMENT.

- B) **Termination:** This agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. There will be no proration of fees in the event of early termination of this agreement by either party.

- C) **Notice:** Any written notice to Eagle Pass ISD shall be made by first class mail, postage prepaid and delivered to the Deputy Superintendent for Business & Finance, Eagle Pass Independent School District, 587 Madison Street, Eagle Pass, Texas 78852.

- D) **Venue:** This agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie in Maverick County, Texas and be exclusive in the State District Courts of Maverick County, Texas.

- E) **Warranty:** By the execution and delivery of this agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this agreement.

By signing this document, you agree with the terms stated above.

Eagle Pass ISD School Board President

Date

Eagle Pass ISD Superintendent or Designee

Date



Company Representative

10/07/2022

Date