

AGENDA ITEM

**BOARD OF TRUSTEES
AGENDA**

<input type="checkbox"/> Workshop	<input 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): MR. GILBERTO GONZALEZ, SUPERINTENDENT OF SCHOOLS

Briefly describe the action required.

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR SERVICES AND EQUIPMENT BETWEEN EAGLE PASS ISD AND THE CITY OF EAGLE PASS.

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

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



January 22, 2014

Mr. Gilberto Gonzalez, Superintendent
Eagle Pass Independent School District
1420 Eidson Road
Eagle Pass, TX 78852

RE: 2013-2014 Intergovernmental Agreement – Services and Equipment

Dear Mr. Gonzalez:

Enclosed you will find two original partly executed copies of the above referenced agreement between the City of Eagle Pass and the Eagle Pass Independent School District. I am requesting to have the proper official execute both originals and return one to us as soon as possible.

If I can be of further assistance or have any questions, do not hesitate to contact the undersigned.

Respectfully,


Imelda Rodriguez
City Secretary

Enclosures

STATE OF TEXAS)(
)(**INTERGOVERNMENTAL AGREEMENT**
COUNTY OF MAVERICK)(**FOR SERVICES AND EQUIPMENT**

This Agreement is made on the 21st day of January, 2014, between EAGLE PASS INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "EPISD", and the CITY OF EAGLE PASS of Maverick County, hereinafter referred to as "City".

WITNESSETH

WHEREAS, EPISD sometimes requires the use of City equipment and/or services; and

WHEREAS, the City sometimes requires the use of EPISD equipment and/or services; and

WHEREAS, the City has a desire to mutually exchange services and equipment with the EPISD;
and

WHEREAS, pursuant to Texas Government Code, Chapter 791, the Texas State Legislature has authorized intergovernmental agreements between political subdivisions and to provide certain services; and

WHEREAS, both City and EPISD desire to provide services and equipment to each other pursuant to the terms herein;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide for the use by EPISD and City of each other's resources as necessary.

ARTICLE II

DESCRIPTION OF SERVICES

2.01 The City agrees to provide the requested services and equipment, which include, but are not limited to:

- a. available equipment;
- b. available manpower;

- c. supplies and materials;
- d. and other services and equipment as requested and available.
- e. Use of buildings and facilities. The International Center for Trade shall be excluded from this Agreement.

2.02 EPISD agrees to provide the required services and equipment:

- a. available equipment;
- b. available manpower;
- c. supplies and materials;
- d. and other services and equipment as requested and available.
- e. Use of buildings and facilities, including gymnasiums, subject to compliance with the EPISD Request for Facilities Forms terms and conditions. The EPISD Student Activity Center shall be excluded from this agreement.

ARTICLE III

COST OF SERVICES

3.01 Both the City and EPISD agree that the consideration to be paid for the services and equipment provided hereunder shall be determined in advance by the respective entities and shall not exceed the cost of services, manpower, supplies and materials, and the rental value of equipment and facilities.

3.02 The City and EPISD agree to invoice each other on a monthly basis for the equipment or services provided herein, with itemized invoices to be forwarded to the designated party for payment. Payment shall be made within thirty (30) calendar days of approval of said invoice.

3.03 The City and EPISD agree that notice required under this agreement shall be forwarded to the authorized representative as identified by the City and EPISD no more than thirty (30) days after the execution of this agreement, and as it may be amended in writing thereafter.

3.04 All requests for services and equipment must be made by signed purchase order, as authorized by the Board of EPISD and the City Council.

ARTICLE IV

INSURANCE

4.01 The City and EPISD agree to provide and maintain, at its own expense, the proper form of insurance coverage appropriate and required for the equipment, buildings and facilities, and services.

ARTICLE V

RESPONSIBILITY

5.01 The City and EPISD will be responsible for any damage to equipment while under their control and care.

ARTICLE VI

TERMS

6.01 The term of this Agreement is from October 1, 2013 until September 31, 2014.

6.02 This Agreement, however, shall terminate in the event sufficient funds are not appropriated by the EPISD Board of Trustees to meet the EPISD's fiscal obligations or if sufficient funds are not appropriated to the City by its Council, the State or Federal Government to meet the City's services, fees and equipment obligations agreed hereto in any fiscal year. In such event, either party agrees to give the other party thirty (30) days written notice prior to termination.

6.03 Notwithstanding anything herein to the contrary, either party may terminate this agreement with or without cause, upon giving written notice to the other, thirty (30) days prior to the date of termination.

ARTICLE VII

TEXAS LAW TO APPLY

7.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Maverick County, Texas.

ARTICLE VIII

LEGAL CONSTRUCTION

8.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalid illegal, or unenforceable provision shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

ARTICLE IX

PRIOR AGREEMENTS SUPERSEDED

9.01 This Agreement, constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement(s) between the parties respecting the within subject matter.

ARTICLE X

AMENDMENT

10.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing dated subsequent to the date hereof and duly executed by the parties hereto.

(EXECUTED IN DUPLICATE ORIGINALS)

E. P. INDEPENDENT SCHOOL DISTRICT

CITY OF EAGLE PASS

By: _____
Gilberto Gonzalez
Superintendent

By: Gloria Barrientos
Gloria Barrientos
City Manager

Date: _____

Date: 7/22/2014

ATTEST:

ATTEST:

Hilda Mauricio
Secretary

Imelda B. Rodriguez
Imelda B. Rodriguez
City Secretary