

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Regular</b>	<input type="checkbox"/>	<b>Special</b>
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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 AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT AND THE CITY OF EAGLE PASS FOR SERVICES AND EQUIPMENT.**

(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.**



September 16, 2015

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

RE: 2015-2016 Intergovernmental Agreement- Services and Equipment

Dear Mr. Gonzalez:

Enclosed you will find two duplicates of the above-referenced agreement between your agency and the City of Eagle Pass. Please sign both agreements, keep one for your records, and return one to our office.

Should you have any questions concerning this matter, do not hesitate to contact our office.

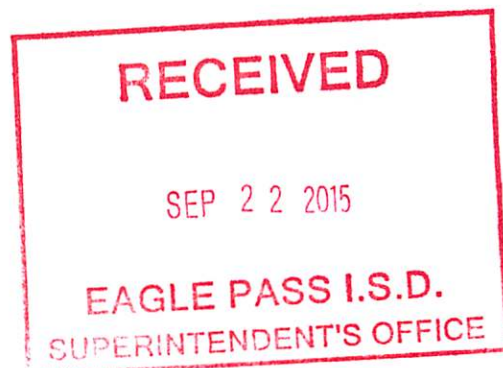
Respectfully,

A handwritten signature in blue ink, appearing to read "Imelda Rodriguez", is written over the typed name.

Imelda Rodriguez  
City Secretary

er

Enclosures





September 17, 2015

Gilberto Gonzalez  
Superintendent  
Eagle Pass Independent School District  
904 Kelso  
Eagle Pass, Texas 78852

*RE: Interlocal Agreement Renewal - Services and equipment*

Dear Mr. Gonzalez:

Please be informed that our City Council approved the interlocal agreement with the Eagle Pass Independent School District for the use of services and equipment on September 15, 2015. Attached are two original copies signed by our Mayor and two copies that highlight the changes made to the previous agreement. The changes are as follow (redlined):

Article VI- Terms

6.01 The terms of this Agreement is from October 1, 2015 until September 30, 2016. Upon the expiration of the above term, this agreement shall renew for successive automatically renewable one (1) year periods under the same terms and conditions as provided under this agreement.

Article VII- Texas Law to Apply

7.02 Buildings and structures owned by the Eagle Pass Independent School District, shall be subject to the provisions of Chapter 12 subsection 12-7, but shall be exempt from the payment of maintenance-related permit fees.

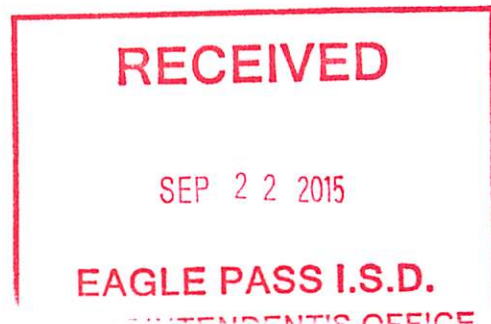
If you are in agreement with the agreement, please sign and return to us one of the clean copies attached. If you need further information please feel free to contact me at (830) 773-1111 or by email at [hchavez@eaglepasstx.us](mailto:hchavez@eaglepasstx.us).

Respectfully,

CITY OF EAGLE PASS

A handwritten signature in black ink that reads "Hector Chavez".

Hector Chavez  
Interim City Manager



Enclosure

STATE OF TEXAS

)

)

**INTERGOVERNMENTAL AGREEMENT**

COUNTY OF MAVERICK

)

**FOR SERVICES AND EQUIPMENT**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2015, 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.

3.05 All requests for services and/or equipment must be submitted in writing by the highest ranking administrative official of the entity making such a request to his/her counterpart (i.e. City Manager to Superintendent or vice versa).

#### **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 their own equipment, buildings and facilities, and/or 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, 2015 until September 30, 2016. Upon the expiration of the above term, this agreement shall renew for successive automatically renewable one (1) year periods under the same terms and conditions as provided under this agreement.

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 during the initial term of this Agreement or during any holdover period.

#### **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.

7.02 Buildings and structures owned by the Eagle Pass Independent School District, shall be subject to the provisions of Chapter 12 subsection 12-7, but shall be exempt from the payment of maintenance-related permit fees.

**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)

**EAGLE PASS INDEPENDENT  
SCHOOL DISTRICT**

**CITY OF EAGLE PASS**

BY: \_\_\_\_\_  
LUPITA FUENTES  
BOARD PRESIDENT

BY:  \_\_\_\_\_  
RAMSEY ENGLISH CANTU  
MAYOR

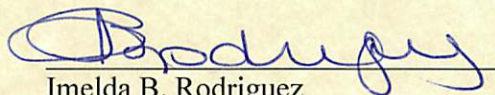
DATE: \_\_\_\_\_

DATE: 09/16/2015

ATTEST:

ATTEST:

\_\_\_\_\_  
Hilda Mauricio  
Secretary

 \_\_\_\_\_  
Imelda B. Rodriguez  
City Secretary