



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** Discussion and possible action to approve Memorandum of Understanding with Laredo Independent School District regarding administrative costs sharing for the Webb County School Lands

**SUBMITTED BY:** Trautmann & Garcia **OF:** Attorneys

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

**DATE ASSIGNED FOR BOARD CONSIDERATION:** September 21, 2022

**RECOMMENDATION:**

It is recommended that the Board of Trustees discuss and take possible action to approve the Memorandum of Understanding with Laredo Independent School District regarding administrative costs sharing for the Webb County School Lands

**RATIONALE:**

**BUDGETARY INFORMATION:**

**POLICY REFERENCE & COMPLIANCE:**

**STATE OF TEXAS**                   §           **AGREEMENT BETWEEN**  
  §           **UNITED ISD AND**  
**COUNTY OF WEBB**               §           **LAREDO ISD**

This Agreement (“Agreement”) is entered into by and between the United Independent School District, and Laredo Independent School District, both political subdivisions of the State of Texas (hereinafter collectively “DISTRICTS” and singularly “DISTRICT”), acting by and through their respective President of the Board of Trustees.

WHEREAS, Webb County, a political subdivision of the State of Texas, owns and maintains the Webb County School Lands pursuant to Article VII, Section 6 of the Texas Constitution, and holds the proceeds of said lands alone as a trust for the benefit of the public schools of Webb County, including United Independent School District and Laredo Independent School District ~~(collectively, “Districts”)~~;

WHEREAS, in order to fully benefit the Districts’ students, the Districts desire to increase revenue from the Webb County School Lands;

WHEREAS, the United Independent School District (“UISD”) passed a Joint Resolution supporting the economic development of the Webb County School Lands on March 25, 2021;

WHEREAS, the Laredo Independent School District (“LISD”) passed a Joint Resolution supporting the economic development of the Webb County School Lands on April 22, 2021; and

WHEREAS, in order to maximize revenue from the Webb County School Lands, the Districts agree to share the administrative costs, including certain legal costs, to develop the Webb County School Lands in accordance with the terms below.

**I.**  
**PURPOSE**

1.1 For and in consideration of the observance of the terms and conditions set forth below, the DISTRICTS enter this Agreement for the purpose of setting forth the terms and conditions for the sharing of administrative costs, including but not limited to attorney’s fees for legal services incurred by DISTRICTS from law firms other than Trautmann and Garcia, Attorneys at Law, PLLC (attorneys for UISD), and Kazen, Meurer, and Perez, L.L.P. (attorneys for LISD), for the management and economic development of the Webb County School Lands.

1.2 The sum of total students in membership (total enrollment less status code equal to zero [enrolled but not in membership]) for each District will be used to determine the financial responsibility of each District for the administrative costs. For purposes of this provision, the total student count for each District shall be determined at the time the invoice for the administrative/legal expenses is presented from the information displayed in the most recent PEIMS Snapshot submission posted on the Texas Education Agency (“TEA”) website. The proportionate percentage will be used for allocating the financial responsibility of each District for any invoices for legal/administrative costs. By ways of example, most recent PEIMS Snapshot from the date of the invoice provides that LISD has 19,934 students in membership, and UISD has 39,216 in membership. LISD’s proportionate responsibility for the administrative/legal costs will be 34%, while UISD’s proportionate responsibility for the administrative/legal costs will be 66%. The sum of total students for each District will be used to prorate the administrative costs in accordance

~~with the total student count for both Districts combined. Total student count shall be determined by an average daily attendance status code that is not equal to zero, and the expense proportions shall be determined by the total student count for each District on the last Friday of October ("Snapshot") of each year while this Agreement is in effect. This proportion will be used for the for invoices from December through November of the following year and the Snapshot shall be updated annually on the last Friday of October of each year.~~

1.3 DISTRICTS' signatories represent, warrant, assure and guarantee that they possess the legal authority, pursuant to applicable law and appropriate and official motion, resolution or action passed by their governing body to enter into this Agreement on behalf of and bind their party and to perform the responsibilities herein set out.

1.4 DISTRICTS agree to cooperate and use best efforts to facilitate the purpose herein.

## **II. TERM**

2.1 This Agreement will be for a term of one (1) year beginning as set forth herein and shall renew automatically in one-year intervals without any required action on behalf of the PARTIES unless terminated pursuant to the terms herein.

## **III. TERMINATION/REMEDIES**

3.1 This Agreement may be terminated by either DISTRICT at any time, with cause, cause being considered a financial exigency declared by either DISTRICT. In such event, the party terminating shall notify the other party of the cause for termination, in writing, at least thirty (30) days in advance of the effective date of termination. Further, this Agreement may be terminated prior to the expiration of any Term by providing the non-terminating party written notification of the intent to terminate no earlier than sixty (60) days and no later than thirty (30) days before the end of anythe Term.

3.2 Nothing herein is intended to waive or limit any remedies to which a party is entitled.

## **IV. LIABILITY**

4.1 The DISTRICTS acknowledge they are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set forth in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq., and the limits, defenses and remedies authorized therein or in other law regarding claims or causes of action that may be asserted against them are not intended to be waived by executing or participating in this Agreement.

## **V. ASSIGNMENT**

5.1 This Agreement and its responsibilities are not assignable. Any attempt to assign this Agreement or a party's obligation hereunder is void.

## **VI. ATTORNEYS' FEES**

6.1 In the event any action is brought in a court with competent jurisdiction to enforce or construe this Agreement, the prevailing party(ies) will be entitled to recover from the other party its reasonable costs and attorneys' fees.

**VII.  
SEVERABILITY**

7.1 The PARTIES hereto agree that if any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable, wider any present or future federal or state, effective during the term of this Agreement, then and in that event, it is the intention of the PARTIES hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the PARTIES to this Agreement that in lieu of each clause or provision of this Agreement that is held to be illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**VIII.  
AMENDMENT**

8.1 No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed and agreed to by all the PARTIES hereto.

**IX.  
NOTICES**

9.1 Any notice hereunder may be given by U.S. certified or registered mail to the person(s) and addresses listed below. Such addresses may be changed from time to time by written notice of such change given in accordance with this Article XI.

If to United ISD: David H. Gonzalez  
201 Lindenwood Drive  
Laredo, Texas 78045

If to Laredo ISD: Dr. Sylvia G. Rios  
2400 San Bernardo Ave. 1714 Houston St.  
Laredo, Texas 78040

**X.  
APPROVAL OF A PARTY**

10.1 Whenever this Agreement calls for approval by a party, unless otherwise set forth herein, such approval will be evidenced by the written approval of that party's signatory herein below or his designee unless express approval by that party's governing body is required.

**XI.  
RELATIONSHIP OF PARTIES**

11.1 Nothing contained herein will be deemed or construed by the PARTIES hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between PARTIES hereto.

**XII.  
GOVERNING LAW**

12.1 Texas law will apply to enforce or construe this Agreement and all obligations of the parties created hereunder. This Agreement is fully performable in Webb County, Texas.

**XIII.  
GENDER**

13.1 Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

**XIV.  
CAPTIONS**

14.1 The captions contained in this Agreement are for convenience of reference only and do not limit or enlarge the terms and conditions of this Agreement.

**XV.  
ENTIRE AGREEMENT**

15.1 This Agreement, together with any exhibits, constitutes the entire agreement between the PARTIES for the purpose hereunder and supersedes all prior or contemporaneous agreements between the PARTIES, whether oral or written.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, the **EFFECTIVE DATE**.

DISTRICT:

**UNITED INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
President                      Date  
Board of Trustees

**ATTEST:**

By: \_\_\_\_\_  
Secretary, Board of Trustees

**LAREDO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
President Date  
Board of Trustees

**ATTEST:**

By: \_\_\_\_\_  
Secretary, Board of Trustees