



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC Approval of Amendment to Agreement between United ISD, Laredo ISD, Webb

Consolidated ISD and Webb County, Texas

SUBMITTED BY: Roberto J Santos **OF:** Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: August 21, 2013

RECOMMENDATION:

It is recommended that the United ISD Board of Trustees approve the Amendment to Agreement between United ISD, Laredo ISD, Webb Consolidated ISD, and Webb County, Texas.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

**AMENDMENT TO AGREEMENT BETWEEN UNITED ISD, LARDO ISD, WEBB
CONSOLIDATED ISD, AND WEBB COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

This is an amendment to an Agreement entered into by and between United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District, and Webb County, Texas. The undersigned Local Governments and political subdivisions of the State of Texas may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, the United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District, and Webb County entered into an agreement which set forth the terms and conditions for the disbursement of proceeds and revenues generated and realized from the disposition and use of real property entrusted to Webb County pursuant to Texas Constitution Article VII, §6, executed and effective November 9, 2006 (the "Agreement"); and

WHEREAS, Webb County, pursuant to Texas Constitution Article VII, §6, holds in trust lands granted to Webb County for educational purposes and for the benefit of United Independent School District, Laredo Independent School District, and Webb Consolidated Independent School District, which said lands being the surface and subsurface interests in the Cuchillas and Lomas Pastures Texas School Lands Survey No. 1687, Abstract 1890 and being approximately 2,392.42 acres and El Penjamo and El Lano Pastures Texas School Lands Survey Nos 1883, 1384, being approximately 8,829.57 acres, known collectively as the "Webb County School Lands;" and

WHEREAS, United Independent School District, Laredo Independent School District, Webb Consolidated Independent School District (the "School Districts"), and Webb County have entered into an Attorney Fee Agreement with the Law Firm of PERSON, WHITWORTH, BORCHERS & MORALES, L.L.P. ("Law Firm") to retain and employ said Law Firm to investigate and act as Lead Counsel on behalf of said school districts and Webb County in prosecuting and defending claims related to the oil, gas, and other minerals under said Webb County School Lands, and

WHEREAS, the parties hereto now desire to further amend the Agreement to include reimbursement for legal services incurred by the school districts who are parties to this Agreement as well as the Management of said County School Lands.

II. TERMS

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein, the parties hereto agree to amend the Agreement as follows:

1. Article IV, Section 4.2 of the Agreement is amended to delete the phrase “**within 30 days from execution of this Agreement according to the percentages stated in Section 4.3.**”

2. Article IV, Section 4.3 is deleted in its entirety.

3. 4. In the first line of Article V, paragraph 5.2 of the Agreement, insert the phrase “**on a monthly basis**” after the term “**meet.**” On the second line of Article V, paragraph 5.2 of the Agreement, after the term “**officials,**” insert “**appointed by the Commissioners Court.**”

4. Article VII of the Agreement is amended to read as follows:

To the extent the School Districts are obligated to reimburse Law Firm for Litigation Expenses and costs incurred by Law Firm, as more specifically defined and provided under Paragraphs 2.13 and 5.01 of the Attorney Fee Agreement between Law Firm and the Parties to this Agreement in prosecuting and defending claims related to oil, gas, and other mineral interests in said Webb County School Lands, each of the School Districts shall be responsible to pay those Litigation Expenses and costs on a per Scholastic Basis as that term is defined in Clause 2.4 of the Agreement.

5. The reference to **Daniel Garcia Jr.** and **David Jones** in Article XIII, is hereby deleted and replaced with **Dr. A. Marcus Nelson** for Laredo Independent School District, and **Dr. Severita Sanchez** for Webb Consolidated Independent School District.

SIGNED, in five originals, and effective this _____ day of _____, 2013

WEBB COUNTY

UNITED INDEPENDENT SCHOOL DISTRICT

BY: _____
Hon. Danny Valdez
Webb County Judge

By: _____
Judd Gilpin
Board President

ATTESTED: _____
MARGIE RAMIREZ IBARRA

ATTESTED: _____
SECRETARY, UISD BOARD OF TRUSTEES

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

**LAREDO INDEPENDENT
SCHOOL DISTRICT**

BY: _____
Hector J. Garcia
Board President

ATTESTED: _____
SECRETARY, LISD BOARD OF TRUSTEES

WEBB CONSOLIDATED ISD

BY: _____
Patricia Mata
Board President

ATTESTED: _____
SECRETARY, WCISD BOARD OF
TRUSTEES